



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
DECEMBER 17, 2024
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

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

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. CITY MANAGER'S REPORT

- A. National Association of Town Watch/National Night Out

5. PROCLAMATION/RECOGNITION

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

6. PUBLIC COMMENTS

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

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

7. PRESENTATIONS AND REPORTS

- A. Presentation of Delinquent Tax Collection Report for the period of October 01, 2023 through September 30, 2024. [Ascencion Alonzo, Director of Finance]

- B.** Presentation on Draft of the City of Edinburg's 2025 Legislative Priorities for the 89th Legislative Session. [Josephine Ramirez Solis, City Attorney]

8. VARIANCE

- A.** Consider the Variance Request to the City's Drought Contingency Plan, Title V, Public Works, Chapter 53, Water Regulations Water Conservation and Drought Contingency Plan, Section 53.33 of the Edinburg Municipal Code of Ordinances for the Property Identified as Fairhaven Crossing PH. 1 Lot 2 and Located at the Northeast Corner of Canton and Business 281 Frontage Road as Requested by SAC Holdings, LLC., and as Allowed Per Section 53.32. [Jaime Acevedo, Director of Planning & Zoning]

9. AWARDING OF BID

- A.** Consider Awarding RFP No. 2025-03, Edinburg Municipal Auditorium Roof Repairs to SLR Building Contractors, LLC in the Amount Not to Exceed \$78,000.00 and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

10. RESOLUTIONS

- A.** Consider Resolution Authorizing the City Manager to Execute the Advance Funding Agreement for the Fiscal Year 2023-2024 Transportation Alternatives Set-Aside (TASA) Program-Active Transportation Network Enhancements Grant-Cano Street and Veterans Boulevard Trail Improvements Project. [Mardoqueo Hinojosa, P.E., CFM, CMP. City Engineer]
- B.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security Under the Fiscal Year 2024 Assistance to Firefighters Grant (AFG) Program and Execute Grant Documents Related Thereto. [Omar Garza, Fire Chief]

11. CONTRACTUALS

- A.** Consider Authorizing the City Manager to Enter Into an Inter-Department Agreement for the Obligation of the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) for an Amount Not to Exceed \$158,143.60 and Execute Any Documents Related Thereto. [Claudia L. Farias, Director of Grants Administration]
- B.** Consider Authorizing the City Manager or Her Designee the Authority to Utilize the Design-build Procurement Method as Authorized by Subchapter G, Chapter 2269 of the Texas Government Code when it is Determined that the Specific Project Meets the Requirements as set Forth in the LGC and the City finds it is the Best Project Delivery Method that Provides the Best Value to the City. [Josephine Ramirez Solis, City Attorney]

12. BUDGET

- A.** Consider Approving the Fiscal Year 2023-2024 Budget Transfers Between Categories for the General Fund, Utility Fund, Airport Fund, Ebony Hills Golf Course Fund, Solid Waste Management Fund, and Hotel Occupancy Tax Fund as Required to Finalize Fiscal Year 2023-2024. [Ascencion Alonzo, Director of Finance]
- B.** Consider Approving the Fiscal Year 2024-2025 Budget Transfers Between Categories for the Hotel Occupancy Tax Fund. [Ascencion Alonzo, Director of Finance]

13. APPOINTMENTS

- A. Consider Appointment of a Member of the Edinburg City Council as Mayor Pro Tem. [Clarice Y. Balderas, City Secretary]
- B. Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Building Board of Adjustments and Appeals, Four Members; Community Development Council, Two Members; Cultural Activities Advisory Board, Two Members; Public Library Board, One Member; Zoning Board of Adjustment, One Member. [Clarice Y. Balderas, City Secretary]
- C. Discussion, Consideration and Possible Action to Appoint One or More Associate Judge(s) and Authorize the City Manager to Negotiate and Enter Into a Contract for Professional Judicial Services with the Appointed Associate Municipal Court Judge(s). [Josephine Ramirez Solis, City Attorney]

14. CONSENT AGENDA

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

- A. Consider Resolution Approving the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment. [Claudia L. Farias, Director of Grants Administration]
- B. Consider Authorizing the Purchase of Ammunition from TXAT LLC Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23 in the Amount of \$39,485. [Jaime Ayala, Chief of Police]
- C. Consider Authorizing a Proposal for a Two-Year Lease for a Drone First Responder Program from Flock Safety Through the Texas Local Government Purchasing Cooperative (OMNIA Partners, Public Sector) Contract No. 23-6692-03, in the Amount of \$75,000.00 Per Year. [Jaime Ayala, Chief of Police]
- D. Consider Authorizing the Purchase of Four (4) Scoreboards, from the Provider, NEVCO Sports LLC, Through the Texas Local Government Purchasing Cooperative (Buy-Board), in the Amount of \$47,247.80. [Javier Garza, Director of Parks & Recreation]
- E. Consider the Approval of Change Order No. 1 by Landmark Structures I, L.P., for the Business 281 One Million Composite Elevated Water Storage Tank to Increase the Contract Amount by \$44,350.00 and Authorize the City Manager to Execute any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- F. Consider Authorizing the City Manger to Amend the Agreement Between the City of Edinburg and Revize Software Systems for the Redesign and Development of the City Website and Execute All Documents Related Thereto. [Daniel Vera, Director of Information Technology]
- G. Consider Authorizing the Disposition of Approximately 24 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]

15. OTHER BUSINESS

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

16. EXECUTIVE SESSION

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

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

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

C. Personnel Matters. (§551.071. Personnel Matters; Closed Meeting)

D. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)

OPEN SESSION

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

17. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on December 13, 2024 at 7:50 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: December 17, 2024

PROCLAMATION/RECOGNITION

Agenda Item No: 5.A.

Present Employee of the Month for November 2024.

1. Agenda Item:

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

2. Description:

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

The recipient for the month of November 2024 is Rolando Reyes, Lieutenant with the Fire Department.

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

The Edinburg City Council would like to recognize Rolando Reyes for being a loyal, dedicated employee of the City of Edinburg.

3. Staff's Recommendation:

Present the Recipient for the Employee of the Month Award for the Month of November 2024.

Reviewed by:

Prepared by:

Belinda Torres, Director of
Human Resources/Civil
Service

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

PRESENTATIONS AND REPORTS

Agenda Item No: 7.A.

Delinquent Tax Collection Report

1. Agenda Item:

Presentation of Delinquent Tax Collection Report for the period of October 01, 2023 through September 30, 2024. [Ascencion Alonzo, Director of Finance]

2. Description:

Ms. Kelly Rivera Salazar, Attorney with Linebarger Goggan Blair & Sampson, LLP, will present the City of Edinburg's Delinquent Tax Collection Report for the period of October 01, 2023 through September 30, 2024.

3. Staff's Recommendation:

There will be no action taken.

Reviewed by:

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. Presentation

CITY OF EDINBURG



DELINQUENT TAX COLLECTION REPORT DECEMBER 17, 2024



LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW

1512 S. Lone Star Way ★ Edinburg, Texas 78539
Tel: (956) 383-4500 Fax: (956) 383-7820

December 17, 2024

Honorable Ramiro Garza Jr., Mayor
Honorable Daniel "Dan" Diaz, Mayor Pro Tem / Councilmember Place 1
Honorable David White, Councilmember Place 4
Honorable Jason De Leon, Councilmember Place 2
Honorable David Salazar Jr., Councilmember Place 3
City of Edinburg
415 West University Drive
Edinburg, Texas 78541

RE: Delinquent Tax Collections for the period of October 01, 2023 through September 30, 2024

Dear Mayor Garza and City Commission:

The attached report highlights our delinquent ad valorem tax collection program on behalf of the City of Edinburg for the 2023 – 2024 fiscal year. As noted herein, our collection results continue to be successful for the City.

Please know that we truly appreciate the opportunity to represent the City of Edinburg on all delinquent ad valorem tax matters. As always, we will continue to provide the most-experienced and dedicated ad valorem attorneys, which deliver the highest quality representation and consistent results. We remain available to address any questions/concerns you may have at your convenience.

Sincerely,



Kelly R. Salazar
Capital Partner

Our delinquent tax collection program for the City of Edinburg continues to emphasize two basic premises: to work with individual taxpayers to collect taxes owed to the City and to only use the tool of litigation as a final option. We listen and continually adapt to your changing needs to ensure that we are providing the best possible service and deliver customized collection programs that yield the best possible results. The following information is an overview of our collections efforts during this reporting period.

MAILINGS

Our extensive mailing program is designed to advise people who have not paid their delinquent taxes to the City of Edinburg. During the course of the fiscal year, we send delinquent notices, with varying degrees of intensity to every delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

8 Demand Mailings – 2,523 Statements Mailed

CONTACTS

Our comprehensive collection services provide a wide scope of exceptional assistance to the City of Edinburg and its taxpayers. Equipped with multi-skilled representatives, we create and manage flexible payment plans for taxpayers experiencing any financial hardship.

2,084 PHONE CALLS	73 ON-SITE VISITS
45 PAYMENT AGREEMENTS	321 PAY OFF REQUESTS

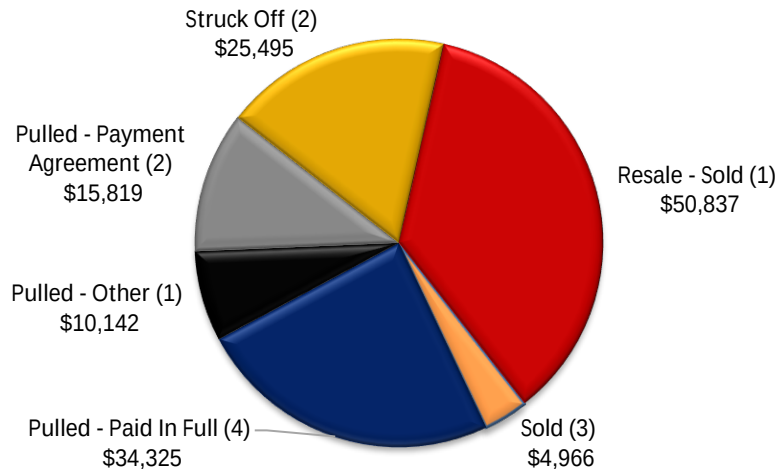
LITIGATION

Filing a lawsuit to collect delinquent taxes is used as a final resort; only after diligent efforts to contact and work with taxpayers have been fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the property is physically identified and all interested parties, including all lien holders, are also identified and served with notice of the lawsuit.

Litigation Activity	Cases	Base, Penalty and Interest
• Lawsuits Filed	68	\$201,018
• Lawsuits Disposed	71	\$218,156
• Judgments Taken	44	\$265,746
• Pending Litigation as of 12/2024	184	\$619,956

TAX SALES/RESALES

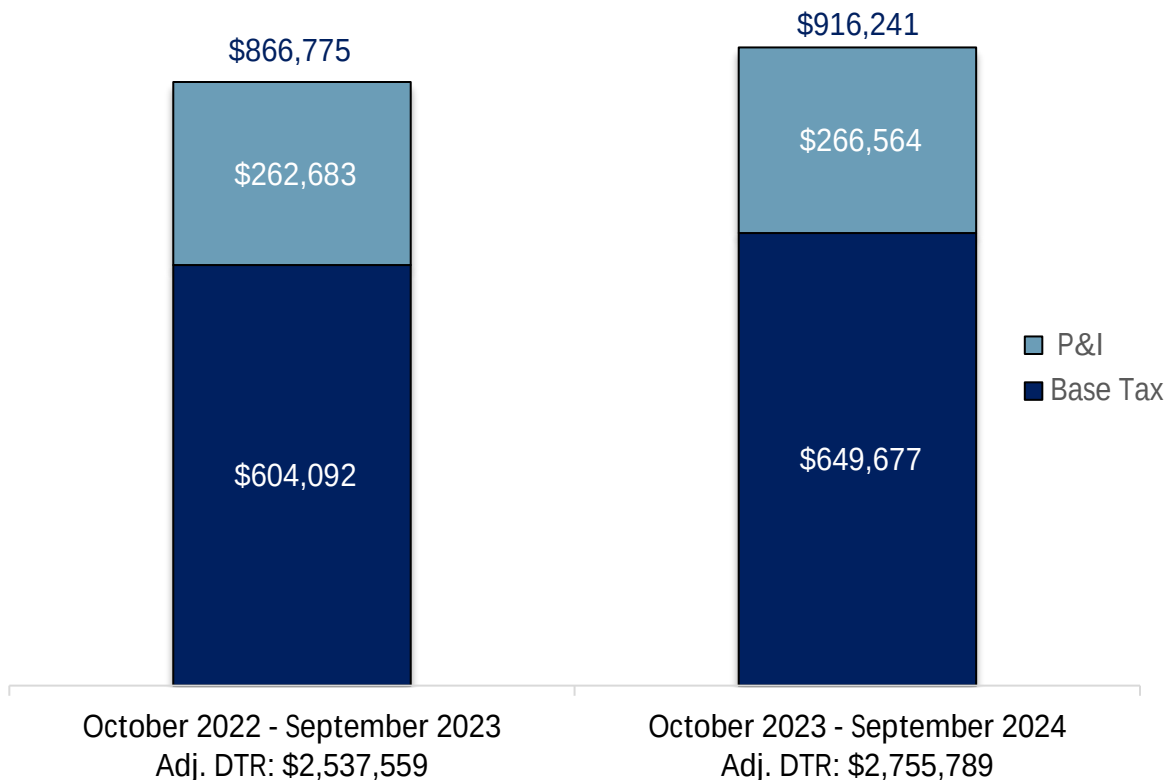
Our office regularly monitors all judgments we take on behalf of the City of Edinburg. During this reporting period, five (5) tax sales and one (1) resale were conducted, placing a total of thirteen (13) properties for sale.



LIENS

Our firm collected \$10,223 in mowing liens as a courtesy for the City of Edinburg.

COLLECTIONS



Source: Hidalgo County Tax Office Reports

FUTURE OVERVIEW

Our office is committed to making necessary adjustments to our collection procedures and methods to best advocate for the City of Edinburg. We will continue to offer firm yet flexible payment options for taxpayers experiencing financial hardship.

Review of Pending Judgments and the Filing of Additional Lawsuits

During the remainder of the fiscal year, we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the City.

Mailing Program

We continue to contact your taxpayers through mail correspondence for the remainder of the fiscal year. In addition to our scheduled mailings, we have implemented a compassionate letter program directed to taxpayers who are otherwise non-responsive to phone calls. These compassionate letters inform the delinquent taxpayer of options available for payment during this difficult period.

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Those judgments with no taxpayer response will be further reviewed and scheduled for possible tax sale.

Execution of the work plan established for the City of Edinburg will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

PRESENTATIONS AND REPORTS

Agenda Item No: 7.B.

Priorities for the 89th Legislative Session

1. Agenda Item:

Presentation on Draft of the City of Edinburg's 2025 Legislative Priorities for the 89th Legislative Session. [Josephine Ramirez Solis, City Attorney]

2. Description:

The next legislative session for the State of Texas begins on January 14, 2025, and runs until June 2, 2025. In preparation for the 89th legislative session, the City has solicited feedback for developing its legislative priorities from the City Council, City Management and all City Departments to address the needs of the City and its residents. Once the draft list of priorities is finalized and approved, the City Council, City staff, and the City's legislative consultants will work together with the community to identify, analyze and take advocacy positions on proposed legislation. The City will continue to monitor any proposed legislation impacting the City and its community partners.

3. Staff's Recommendation:

Staff will be presenting a draft list of legislative priorities to solicit any additional feedback prior to adopting a resolution identifying the stated priorities before the outset of the 89th State Legislative Session.

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

VARIANCE

Agenda Item No: 8.A.

Variance: Drought Contingency Plan

1. Agenda Item:

Consider the Variance Request to the City's Drought Contingency Plan, Title V, Public Works, Chapter 53, Water Regulations Water Conservation and Drought Contingency Plan, Section 53.33 of the Edinburg Municipal Code of Ordinances for the Property Identified as Fairhaven Crossing PH. 1 Lot 2 and Located at the Northeast Corner of Canton and Business 281 Frontage Road as Requested by SAC Holdings, LLC., and as Allowed Per Section 53.32. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

As part of the City's Drought Contingency Plan, the City established a spatial distance requirement for car washes or any related use. This ordinance placed restrictions on distance/location and required any proposed new car washes to install a water reclamation and recycling system as part of its operations model.

Staff received a request to consider a variance to this ordinance and allow a new car wash at 2600 S. Expressway 281, Lot 2, Fairhaven Crossing Phase 1. The proposed model satisfies one of two requirements of the existing ordinance.

3. Staff's Recommendation:

Staff has received a request for variance to the City's Water Conservation and Drought Contingency Plan; Section 53.32 of the municipal code of ordinances allows for a variance to the City's Drought Plan if approved.

Reviewed by:

Jesus Saenz, Assistant City Manager

Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

Attachments:

- A. Request Letter
- B. Site Plan
- C. Car Wash Exhibit
- D. Development Brochure

Sak Holdings, LLC.
2021 Industrial Drive
McAllen, Texas 78504
Ph: (956) 630-1713 Fax: (956) 631-1178

December 6, 2024

The Honorable Mayor and City Council Members
City of Edinburg
415 W University Dr
Edinburg, TX 78539

Subject: Request for Variance to Ordinance on Spacial Distance Requirements
for Car Wash Establishments

Dear Mayor and Members of the City Council,

I hope this letter finds you well. My name is Deborah Sakulenzki, and I represent Sak Holdings, LLC., a local land development company. We are proposing the construction of a new Quick Quack Car Wash at the northeast corner of the intersection of E. Canton Road and S. I-69C. This state-of-the-art facility will prioritize environmental sustainability and water conservation while contributing to Edinburg's economic growth.

We understand and fully support the City of Edinburg's commitment to water conservation amid the ongoing drought, as outlined in the ordinance adopted in September 2024. Specifically, the 2-mile radius distance requirement and the mandate for water reclamation and recycling systems underscore the City's forward-thinking approach to addressing critical resource management.

However, we respectfully request a variance to the 2-mile radius requirement for this project. While the linear distance between our proposed location and the nearest existing car wash (located at the northwest corner of S. Closner Blvd. and Freddy Gonzalez Dr.) is approximately 1.3 miles, the actual driving distance is 2 miles. Furthermore, there are currently no car washes on the east side of I-69C, with the highway serving as a significant manmade physical barrier and buffer. This underscores the need for an accessible, eco-friendly car wash to better serve this portion of the community.

Water Conservation and Environmental Protection

The proposed Quick Quack Car Wash facility represents an unparalleled commitment to water conservation and environmental stewardship, including:

Efficient Water Use: The facility will use advanced reclamation and recycling systems, reducing fresh water usage to only 10-15 gallons per car—a significant 80-90% decrease compared to the 80-140 gallons typically used in driveway or parking lot car washes.

Stormwater Protection: None of Quick Quack's water will be discharged into storm drains, preventing harmful soaps, chemicals, and road phosphates from entering fragile ecosystems. By contrast, even tiny detergent concentrations from driveway washing can harm aquatic life.

Environmentally Safe Practices: Quick Quack will exclusively use eco-friendly soaps, further supporting the City's sustainability goals and protecting the environment.

Economic Benefits for Edinburg

In addition to environmental advantages, the project will deliver substantial economic benefits to the City of Edinburg:

Tax Revenue Growth:

2025 (Current): The land's current valuation of \$2,916 provides minimal tax revenue.

2026 (Construction): During construction, the valuation is projected to increase to \$12,600, a 330% rise.

2027+ (Completion): Upon completion, the valuation is expected to reach \$25,050, reflecting a 759% increase from the current valuation.

Over a 10-year period, this project is estimated to generate an additional \$250,500 in property tax revenue, benefiting infrastructure, public services, and community programs.

Job Creation: The construction and operation of the facility will create jobs and spur economic activity in the surrounding area.

Enhanced Services: The Quick Quack Car Wash will provide high-quality, eco-friendly services to residents, encouraging environmentally responsible car washing habits.

Strategic Community Benefits

The proposed location at E. Canton Road and S. I-69C serves an underserved portion of the community on the east side of I-69C. The absence of car washes in this area highlights a need for a convenient, environmentally responsible facility to serve residents without requiring them to cross the highway. This location also reduces unnecessary vehicle travel, conserving additional resources and reducing emissions.

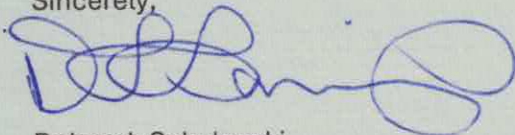
Commitment to Sustainability and Collaboration

We are fully committed to working with the City to ensure this project aligns with its conservation goals. From water-saving technologies to environmentally safe practices, this development will serve as a model for sustainable economic growth.

We respectfully request that the Council consider this variance, recognizing the project's alignment with the City's environmental and economic objectives. Approving this project will not only advance water conservation but also provide long-term benefits to the community through increased tax revenue, job creation, and enhanced services.

Thank you for your time and thoughtful consideration. We welcome the opportunity to discuss this proposal further and address any concerns. Please feel free to contact me at (956) 630-1713 or debbie@dlsindustrial.com for additional information.

Sincerely,



Deborah Sakulenzki
President
Sak Holdings, LLC.
(956) 630-1713
debbie@dlsindustrial.com

EXHIBIT "A"

SITE PLAN – LOT 2

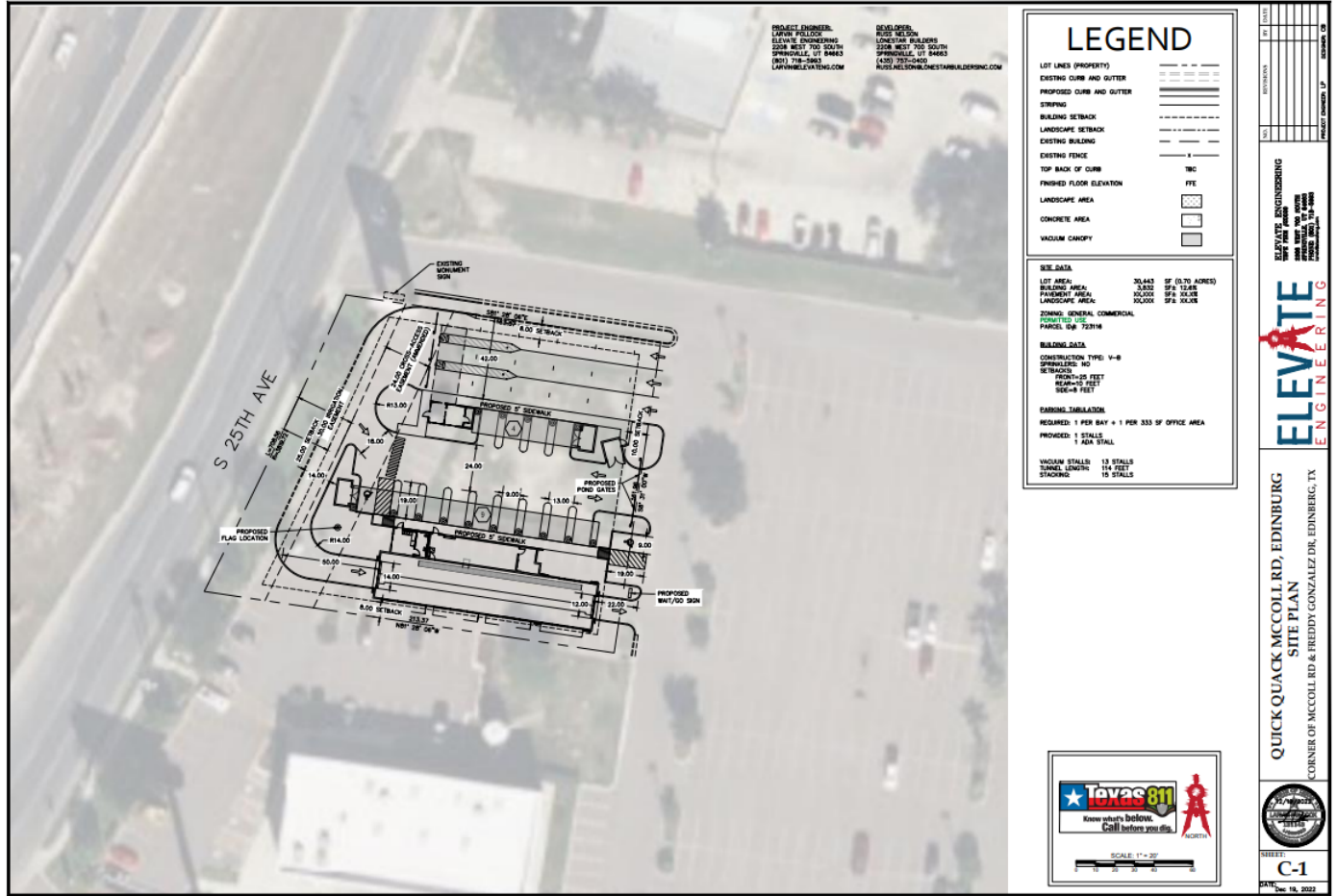
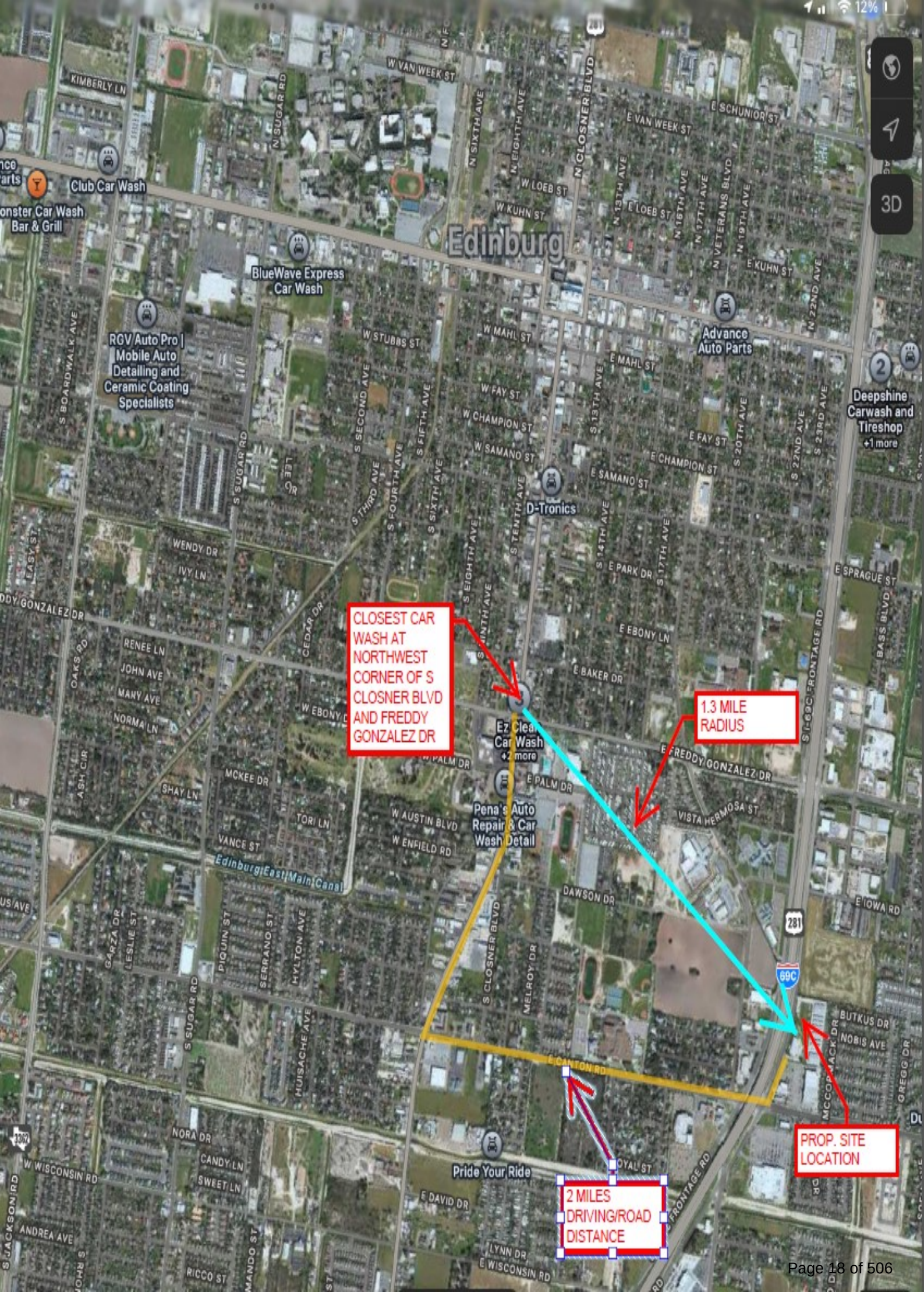


EXHIBIT "A-1" **BUILDOUT PLANS**





CLOSEST CAR
WASH AT
NORTHWEST
CORNER OF S
CLOSER BLVD
AND FREDDY
GONZALEZ DR

1.3 MILE
RADIUS

PROP. SITE
LOCATION

2 MILES
DRIVING/ROAD
DISTANCE



Saving Water & Keeping Local Waterways Clean One Car Wash at a time...

The Quick Quack Green & Clean Water System reclaims the water used in the car washing process. This water is put through a state-of-the-art filtration system so we use a fraction of the water used at home or other car washes.



Did you know?

- Washing a car in a driveway or parking lot releases harmful soaps, chemicals and road phosphates into fragile ecosystems through storm drains designed for rainwater.
- None of Quick Quack's water goes down the storm drain.
- When released into the storm drain, even tiny amounts of detergent concentrations will kill fish and their eggs.
- Quick Quack uses only environmentally safe soaps.
- Driveway and parking lot car washing uses an average of 80-140 gallons of fresh water per vehicle.
- A newly constructed Quick Quack facility uses only 10-15 gallons per car, an 80 - 90% decrease!

Jon Anderson
(801) 472-1000
jon@andersoncrg.com

Chase Bryan
(801) 425-3655
chase@andersoncrg.com

594 East 800 South Suite E
Orem, UT 84097

www.DontDriveDirty.com

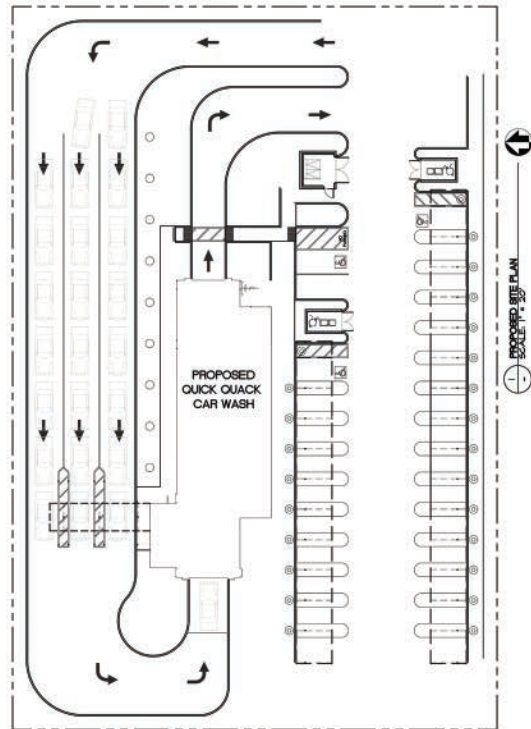
1-888-772-2792



Quick Quack Development



Site Layout



Originally named Splash & Dash Car Wash, the car wash chain began in Sacramento with a single location in 2004 and quickly grew to six locations within three years.



About us

The company and concept that would become Quick Quack Car Wash started in 2004 when company founder, and current President/CEO, Jason Johnson, gathered a team of founding partners intent on delivering on it's mission to be, "Fast. Clean. Loved... Everywhere" and creating raving fans that "Don't Drive Dirty!"®

Model

- High traffic generator (500 – 800 daily visits)
- Colors and exterior finishes can be adapted to match overall development
- 3 minutes fast, high quality, fully automated convenient car wash
- Affordable prices and Unlimited monthly memberships
- Ranked in the top 6 car wash companies nationally
- Current stores located in California, Colorado, Texas, Utah and Arizona

Sustainability

- Sustainable Business Accreditations
- Sacramento Sustainable Business of the year 2014
- 100% of the wash water is reclaimed

In 2008, the company doubled in size by acquiring a chain of car washes in northwest Texas named Quick Quack Car Wash. Shortly following the acquisition, the company adopted the Quick Quack name across all 13 locations and was recognized as one of the fastest growing companies by Inc. Magazine and the Sacramento Business Journal.

Headquartered in Roseville, California, Quick Quack Car Wash now owns and operates locations in Arizona, Utah, Texas, California and Colorado, with planned expansion into additional regions and states in the near future. Apart from a quick and entertaining car wash experience, Quick Quack is best known for unlimited car wash memberships, free vacuums and exceptional customer service from sharp looking, tie-clad team members. Quick Quack takes pride in being regularly recognized as "The Best" or "The Favorite" car wash in every community where a Quick Quack can be found. Additionally, Quick Quack has been recognized as a leader as an environmentally-friendly and sustainable business.

Site Size	0.75 to 1.2 acres Minimum site dimensions 200' x 180'
Building Size	3000 -3600 sq. ft.
Zoning	Commercial (Express Car Wash)
Demographic Info	Daily needs shopping & heavy day time population
Preferred Site Reqs	• 35,000 + daily traffic • Corner or one off corner • Adjacent to or cross access to other retail • 2" water line/6" sanitary sewer/800 Amp Svc



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

AWARDING OF BID

Agenda Item No: 9.A.

RFP 2025-03 Edinburg Municipal Auditorium Roof Repairs

1. Agenda Item:

Consider Awarding RFP No. 2025-03, Edinburg Municipal Auditorium Roof Repairs to SLR Building Contractors, LLC in the Amount Not to Exceed \$78,000.00 and Authorize the City Manager to Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

On September 17, 2024, the Edinburg City Council ratified the previously approved American Rescue Act Plan (ARPA) that included this project. City staff prepared the RFP for the roof repairs.

On November 26, 2024, Proposals were opened for RFP 2025-03 Edinburg Municipal Auditorium Roof Repairs. Three (3) RFP's were received and opened. After review and tabulation, staff recommends awarding RFP 2025-03, Edinburg Municipal Auditorium Roof Repairs to SLR Building Contractors, LLC the highest ranked proposal in the amount of \$78,000.00. The City of Edinburg has not previously done business with SLR Building Contractors, LLC for a similar project. The proposal is within budget.

City Engineer, Assistant City Manager and Staff Engineer completed the attached evaluation.

Below is the list of contractors who responded to the proposal:

DCS Architecture and Construction, LLC - \$117,758.00

GGutierrez Enterprises, LLC - \$78,500.00

SLR Building Contractors, LLC - \$78,000.00

The project is anticipated to be substantially complete within 45 calendar days from Notice to Proceed. If approved, construction will begin late December-early January.

3. Staff's Recommendation:

Awarding RFP No. 2025-03, Edinburg Municipal Auditorium Roof Repairs to SLR Building Contractors, LLC in the Amount Not to Exceed \$78,000.00 and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:

Tomas Reyna, Assistant City Manager Final Approval - 12/13/2024

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

- A. Evaluation - Edinburg Municipal Auditorium Roof Repairs
- B. DCS Architecture and Construction Proposal
- C. GGutierrez Enterprises Proposal
- D. SLR Building Contractors Proposal

E. Draft Agreement



RFP 2025-03 - Edinburg Municipal Auditorium Roof Repairs
Opening Date: November 26, 2024 at 3:00 p.m.

Vendor	Proposer's Total Price	Demonstrated prior experience for similar projects	Years in Business (As a company)	Resumes of Team and Subcontractors	3 Positive Reference Letters	5 Past performance evaluation forms from previous owners of completed	Total Score
DCS ARCHITECTURE AND CONSTRUCTION, LLC	40	16	1	4	0	0	61
GGutierrez Enterprises LLC	45	15	1	4	0	4	69
SLR Building Contractors, LLC	50	20	2	5	10	6	93



DCS Architecture and Construction, LLC

6607 Brodie Lane, Austin, Texas 78745

210-896-3430 www.dcsarchitectureandconstruction.com

Edinburg Municipal Auditorium Roof Repairs

11-26-2024

200 North 7th Avenue, Edinburg, Texas 78539

THIS DOCUMENT CREATES IMPORTANT LEGAL OBLIGATIONS THAT YOU SHOULD UNDERSTAND PRIOR TO SIGNING. IF YOU ARE UNCERTAIN ABOUT YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, YOU SHOULD CONSULT AN ATTORNEY.

1. PARTIES; DCS Architecture & Construction, LLC (the "General Contractor") (GC) and City of Edinberg (Client), are the parties to this Agreement.
2. PROPERTY; 200 North 7th Avenue, Edinburg, Texas 78539 Hidalgo County with Remodel Construction to be constructed on the Property, including the Remodel and addition Construction described by the scope of work attached (the foregoing collectively referred to as the Property).
3. Roof Repair CONSTRUCTION; Pricing does not include permit fees. Contractor shall provide all labor, materials and Equipment. Construction on the property as described in the Scope of Work Attached. Any substitutions shall be of comparable grade and quality and shall be at the discretion of the City. DCS Architecture and Construction, LLC is not responsible for removal of furniture and contents.
4. CONTRACT PRICE; CLIENT(s) agrees to pay Contractor the sum of \$117,758, (Total Contract Price) as consideration for the construction and completion of the Remodel Construction, subject to adjustment as allowed by this Contract.
5. PAYMENTS; A. INITIAL CASH PAYMENT Prior to the commencement of the Work, CLIENT(s) shall pay to Contractor **50%** for demolition, haul away, dump and fees, ordering materials, equipment and mobilizing labor force, Subs Coordination, Cost Estimate as portion of the Total Contract Price (Initial Cash Payment) and is to be presented in the form of a Draw Request. Contractor may use the Initial Cash Payment in consideration for the initial construction or pre- construction expenses in connection with this transaction.

B. DRAW REQUESTS; During construction, the Contractor shall present CLIENT(s) with requests for payment by GC. The Draw Request shall include the name of each person/company who subcontracted directly with Contractor and who the Contractor intends to pay from the requested funds. CLIENT shall cause the Draw Payments to

be made to Contractor within three (3) business days following the receipt of a Draw Request. Draws will be turned in on any given Wednesday to be paid no later than the following Friday. In the event of a Draw Payment delay, the Contractor shall have the right to stop work progress until payment is made. A partial lien waiver is to be provided to the CLIENT(s) and signed by Contractor for each payment or draw. GC is not responsible for market increases of materials after the signed contract for the estimated total, and increases will be a change order.

C. FINAL PAYMENT; The Final Payment (that portion of the Total Contract Price not paid by previous payments as well as any Change Orders (as defined below) will be due and payable upon Substantial Completion of the Remodel Construction. CLIENT(s) and Contractor agree that there will be a retainage of **10%** of final payment held until completion of remodel construction.

D. SOURCE OF PAYMENT; Payments made to the Contractor shall be in the form of a personal check or bank transfer to David Samuelson. A \$50 return check fee will be added to any payment that is rejected.

INITIAL CASH PAYMENT		
Construction Start	Mobilize Equipment, material and Labor force. Power wash and revise any details per manufacturer specifications to start.	50% \$58,879
Apply Roof Finishes	Start to Spray 4 layers of roof finish material	40% \$47,103.20
RETAINER AT FINAL APPROVAL	10% of Final Payment	10% \$11,775.80
Total		\$117,758

Construction Start at Funds Available Date

6. TIME: COMMENCEMENT OF WORK; Contractor shall commence the Work immediately upon permit receipt and receipt of 1) this contract countersigned by CLIENT, and 2) receipt of first draw payment.

7. **COMPLETION OF REMODEL and addition CONSTRUCTION;** After commencement of the Work, construction activities shall be continued in accordance with Contractor's normal construction schedule until the Remodel Construction reaches Substantial Completion. Contractor will make all reasonable efforts to substantially complete the Remodel Construction by **2-3 Weeks** from construction start as described above. (Projected Completion Date), subject to Permitted Delays (as defined below). Contractor does not warrant or guarantee completion of the Remodel and addition Construction on any specific date, because of equipment breakdown, replacement, weather and material Delays. CLIENT will conduct an inspection of the Remodel and addition Construction and will execute and deliver to Contractor a reasonable "Final Customer Approval and Punch List" in the form to which confirms CLIENT inspection and acceptance of the Remodel Construction, CLIENT acknowledgment that all construction work has been completed in accordance with the Scope of Work Attached, and releases Contractor from all claims and liabilities except contractual warranty obligations arising and any agreed items of work to be completed (Punch List Items). **PERMITTED DELAYS** - The Projected Completion Date may be extended for one or more of the following causes (each is a Permitted Delay): 1) Changes by CLIENT or CLIENT representatives to the Scope of Work Attached, Proposals and/or Change Orders. 2) Failure of CLIENT(s) to timely make payments when due. 3) Prohibitive inclement weather or acts of God or other events or causes beyond the Contractor's reasonable control. 4) Fire or casualty loss. 5) Disputes with CLIENT or CLIENT representatives (which will allow Contractor to suspend Work until resolved). Contractor shall be able to extend the Projected Completion Date by giving CLIENT written notice within thirty (30) days of a Permitted Delay. **NO WORK PERFORMED** Contractor and CLIENT, by their signatures to this Contract, acknowledge and agree that this Contract has been executed and delivered before Contractor has performed any labor and before Contractor has furnished any materials in connection with the construction of the Remodel Construction.
8. **CHANGES; CHANGE ORDER PROCEDURE.** No alterations, additions or deletions will be made unless agreed to in writing by CLIENT(s) and Contractor. To approve a proposed change, both CLIENT and Contractor shall sign a written agreement (Change Order) in the attached form and any additional costs will be deliberated at the time of signing. **COST+ 30%** Unforeseen conditions in hidden systems will be change ordered as required to remedy.
9. **CONTRACTOR'S RESPONSIBILITIES;** Contractor, in the performance of the work, does so as an independent contractor and is not considered an employee of the CLIENT. Contractor accepts responsibility for the performance of all duties reasonably necessary to complete the Work and agrees that:
- A. **MATERIALS** - Contractor shall use all new materials in connection with the Work that are of a suitable quality for the intended purpose, except as otherwise specified in the Scope of Work Attached. Not In contract: Structural Revisions, Mechanical, Electrical and Plumbing

- B. LIENS - Contractor shall deliver the Remodel and addition Construction to the CLIENT free of all liens, claims, security interests or encumbrances that might have arisen from the performance of the Work, except the lien and security interest created by this Contract.
- C. CODES AND STANDARDS - Contractor shall perform the work in accordance with the Manufacturer's specifications and local building codes. Contractor shall have sole control over the scheduling and progress of the Work. Contractor shall exercise exclusive control over the selection of subcontractors and shall not be obligated to employ subcontractors solely on the basis of cost savings that might be achieved. All subcontractors shall perform their work independently, and not as an agent or employee or representative of Contractor.
10. INSURANCE; INSURANCE OBTAINED BY CONTRACTORS - Before beginning the Work, Comprehensive general liability insurance will be provided by DCS Architecture and Construction, LLC. Coverage limits are to be minimum \$1,000,000 with a \$2,000,000 aggregate. Property owner is to be named beneficiary. PRIMARY SUBCONTRACTORS ARE ALL INSURED. Owner will provide insurance for construction project ongoing 1-2 months.
11. WARRANTY; A. Contractor shall provide LIMITED warranty coverage on the applicable Remodel Construction, which provides warranty coverage on the Remodel Construction for one (1) year for workmanship. B. Contractor shall provide a manufacturer's warranty.
12. DEFAULT BY CONTRACTOR; A. EVENTS OF DEFAULT (each is a Contractor Event of Default) - 1) Contractor's failure, without cause, to make payment to any material supplier, laborer or subcontractor for which Contractor has received payment from CLIENT(s). 2) Abandonment of the Work by Contractor for a period of fifteen (15) or more consecutive days provided that the inactivity is not caused, at least in part, by weather, shortage of labor or materials, delays attributable to the conduct of Owner, or other matters beyond the control of Contractor.
- B. NOTICE OF DEFAULT TO CONTRACTOR; - If Contractor commits a Contractor Event of Default, prior to exercising any remedy granted by this Contract or by law; CLIENT(s) shall deliver written notice of such default to Contractor. If the Contractor Event of Default is not cured within fifteen (15) days after delivery of the written notice (Contractor's Cure Period), CLIENT may exercise any remedy subject to the terms of this Contract.
13. CLIENT'S RESPONSIBILITIES; CLIENT agrees to the following: A. PAYMENTS - CLIENT shall make all payments to Contractor as required by this Contract.
- B. OBJECTIONS TO WORK - CLIENT agrees to promptly notify Contractor of any objections to any Work not in compliance with the Scope of Work Attached. Failure by CLIENT to promptly notify Contractor of objections to any Work performed within any phase of construction shall constitute an acceptance of that portion of the Work subject to Contractor's obligations. CLIENT acknowledges and agrees, however, that it may be inappropriate and/or unreasonably expensive and time-consuming to replace,

refabricate or repaint a component that exhibits a minor defective condition. In such instances, Contractor, in its sole judgment, may (1) employ an alternate remedy to correct the deficiency in conformance with reasonable building practices or (2) conclude that the condition is within acceptable tolerances and take no corrective action.

C. UTILITIES - CLIENT is solely responsible for providing Contractor, prior to commencement of construction, with electricity and water at the property as may be required by Contractor to affect the construction of the Remodel Construction.

D. ACCESS- CLIENT shall provide Contractor with access to the Property to allow the timely completion of the Remodel Construction. Elements of such access shall be provided free of charge and shall include the following: 1) Access for Contractor, Contractor's employees, subcontractors, suppliers, and other personnel involved in the Work during normal construction hours, as well as after-hours work as mutually agreed by CLIENT and Contractor. 2) Provision of any required keys, security codes or lock combinations necessary to gain access to the Property. 3) Access to electricity and water. 4) Access to the Property during any work stoppage or dispute for the removal of tools, equipment and materials owned by the Contractor, Contractor's employees, subcontractors, and suppliers. 5) The recognition and accommodation by CLIENT(s) and other occupants of the possible noise, dust, odors, or other inconvenience that may arise during the construction process.

14. DEFAULT BY CLIENT; A. EVENTS OF DEFAULT BY CLIENT(S) (each is a CLIENT Event of Default): 1) CLIENT agents or representatives fail to make any payments due under this Contract, including payment for any Change Orders, 2) CLIENT agents or representatives unreasonably delay or unreasonably interfere with the Contractor in the execution of the Work. 3) CLIENT fails to participate in the walk- through inspection as provided in this Contract. 4) CLIENT agents or representatives fail to perform any material agreement contained in this Contract. 5) CLIENT, or any person liable for the payment or performance under this Contract, files a petition in bankruptcy, makes an assignment for the benefit of any creditor, is adjudicated a bankrupt or insolvent, or applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their or its assets.

B. NOTICE OF DEFAULT TO CLIENT(S) - If CLIENT commit an Event of Default, prior to exercising any remedy granted by this Contract or by law; Contractor shall deliver written notice of such default to CLIENT. If the CLIENT Event of Default is not cured within fifteen (15) days after delivery of such written notice (CLIENT) Cure Period, Contractor may exercise any remedy subject to the terms of this Contract.

C. DELINQUENT PAYMENT. Should the CLIENT(s) fail to make payment to the Contractor of any portion of the Total Contract Price when payment is due, then the CLIENT(s) shall pay to the Contractor, in addition to the sum shown as due, interest at the maximum rate allowed by applicable federal and state law which interest shall accrue as of the date payment was first due and shall continue to accrue until the date of payment.

15. CLIENT AND CONTRACTOR'S JOINT AGREEMENTS; A. DOCUMENT RELIANCE. - CONTRACTOR DOES NOT WARRANT OR GUARANTEE AND WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE REPRESENTATIONS, DOCUMENTS, DATA, PLANS, SPECIFICATIONS, DESIGNS, OR SCOPE OF WORK ATTACHED WHICH HAVE BEEN PREPARED BY CLIENT, CLIENT PROFESSIONALS OR ANY OTHER THIRD PARTY.
- B. CONFIDENTIALITY OF INFORMATION - CLIENT acknowledges that CLIENT may receive, during the course of construction, a list of subcontractors and material suppliers that may be utilized by Contractor to construct the Remodel Construction. CLIENT acknowledges that Contractor regards the information contained therein as confidential, proprietary, and trade secret information of Contractor's business. CLIENT agrees that CLIENT shall not disclose such information to any party except as required by this Contract. Prior to Substantial Completion and payment to Contractor of the Total Contract Price, CLIENT agrees that CLIENT will not attempt to contract with any of Contractor's subcontractors for labor or materials to be incorporated into the Remodel Construction, except with the express written consent of Contractor.
- C. NO ASSIGNMENT - Neither party has the right to assign this Contract without the written consent of the other, which consent shall not be unreasonably withheld.
- D. TIME OF THE ESSENCE - Time is of the essence in this Contract. RELEASE OF AND INDEMNIFICATION FOR LOSSES SUSTAINED DURING CONSTRUCTION TO OWNER OF THE PROPERTY - Because of potential safety and health hazards present during construction of the Remodel Construction, as well as the practical limitations on the Contractor's ability to control the activities of all persons or materials delivery, involved in the construction process and thereby limit the risk of personal injury that may arise from construction activities, the parties agree as follows: 1) Personal Safety: To ensure and to protect the personal health and safety of CLIENT and CLIENT(s) licensees and invitees, CLIENT shall restrict entry by the CLIENT and CLIENT licensees and invitees into the Remodel Construction to a minimum. When CLIENT chooses to enter the Remodel Construction (except at the request of Contractor), and irrespective of Contractor's presence on the Property at such time, CLIENT AGREES TO AND DOES HEREBY RELEASE, INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF CLIENT OR CLIENT AGENTS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING, OR INCIDENT TO THE CONDITION OF THE PROPERTY AND/OR THE REMODEL CONSTRUCTION. THIS RELEASE AND INDEMNITY IS GIVEN TO CONTRACTOR REGARDLESS OF WHETHER THE CONTRACTOR OR ITS AGENTS OR EMPLOYEES ARE NEGLIGENT WHOLE, OR IN PART AND EVEN WHEN THE INJURY, DEATH OR DAMAGE TO CLIENT(S) OR CLIENT(S)' AGENTS, LICENSEES AND INVITEES IS CAUSED BY THE SOLE NEGLIGENCE OF CONTRACTOR OR ATTRIBUTABLE TO CONTRACTOR'S NEGLIGENCE PER SE, OR IMPOSED BY STRICT LIABILITY.

E. ALTERNATIVE DISPUTE RESOLUTION - It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures.

F. WARRANTY REQUEST- CLIENT and Contractor acknowledge and agree that a request for warranty performance shall not be construed as a notice of construction defect under Texas Law.

CLIENT REPRESENTS THAT CLIENT HAS READ AND UNDERSTANDS THIS CONTRACT. CLIENT ALSO REPRESENTS THAT NO VERBAL STATEMENT, PROMISE OR CONDITION NOT SPECIFICALLY SET FORTH IN THIS CONTRACT ARE BEING RELIED UPON BY CLIENT. CLIENT ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY CONTRACTOR, ITS EMPLOYEES, OWNERS, OR AGENTS EXCEPT THOSE CONTAINED IN THIS CONTRACT. THIS CONTRACT CANNOT BE MODIFIED OR AMENDED EXCEPT BY WRITTEN AGREEMENT SIGNED BY THE PARTIES. CLIENT ACKNOWLEDGES THAT CONTRACTOR IS RELYING ON THESE REPRESENTATIONS AND WOULD NOT ENTER INTO THIS CONTRACT WITHOUT THIS UNDERSTANDING.

16. NOTICES; To the extent not otherwise required by law, notices must be in writing and must be delivered by personal delivery, by certified mail, return receipt requested to the location for each party designated below. Either party may change the location for notice upon written notice, delivered as described above.

17. RIGHT OF RESCISSION; CLIENT MAY RESCIND THIS CONTRACT (AND ANY OTHER PROPOSALS, AGREEMENTS OR CONTRACTS WITH CONTRACTOR REGARDING THE REPAIR OR RENOVATION OF REMODEL CONSTRUCTION), WITHOUT PENALTY OR CHARGE, WITHIN THREE (3) DAYS AFTER THE EXECUTION OF THIS CONTRACT BY ALL PARTIES.

18. EXECUTION BY CONTRACTOR; This Contract shall not be binding upon Contractor until accepted and executed by one of its duly authorized officers. No other employee or agent is authorized to enter into any contract for construction of the Remodel Construction on behalf of Contractor.

19. SIGNATURES OF PARTIES; IMPORTANT NOTICE: You and your Contractor are responsible for meeting the terms and conditions of this Contract. If you sign this Contract and you fail to meet the terms and conditions of this Contract, your property may be liened. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. The Contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter

27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

20. ENTIRE AGREEMENT; this Agreement, contains the entire understanding between Contractor and CLIENT with respect to the construction of the Remodel Construction, and replaces all prior agreements or understandings, if any. Contractor is not bound by any statement, promise, condition, or stipulation not specifically set forth in this Agreement. No representative of Contractor has any authority to make any oral or written statements that modify, add to, or change the terms and conditions of this Agreement. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.
21. ATTORNEY'S FEES; If either Party employs an attorney or attorneys to enforce, contest, or construe the terms of this Agreement, either by arbitration or litigation (under the strict exceptions listed below) the losing party agrees to reimburse the prevailing party for reasonable attorney's fees, arbitration fees, court costs, and expenses incurred.
22. MISCELLANEOUS/PROPRIETARY INFORMATION; The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns and shall be governed by and construed in accordance with the laws of the State of Texas, with exclusive venue for any matters relating to temporary restraining orders or injunctions lying exclusively in Travis County, Texas. Any disputes between the parties regarding this Agreement or arising from this Agreement shall be arbitrated and are specifically not within the jurisdiction of any court, state or federal. The CLIENT is also advised that photographs of the Remodel Construction may be taken by the Contractor during and after performance of the Work. CLIENT agrees that Contractor's use of the photographs in furtherance of Contractor's business shall not be limited. Contractor may place one of Contractor's signs on the Property during construction of the Remodel Construction. CLIENT acknowledges and agrees that the business practices and associated information disclosed, and to be disclosed by Contractor incident to the formation and implementation of this Agreement (e.g., Contractor's subcontractor/supplier relationships; Contractor's margins and pricing procedures), constitute proprietary and confidential information that is to be protected and not divulged to third parties, Contractor's failure to protect the confidentiality of this information will constitute a material breach of this Agreement.

EXECUTED; to be effective on the date this Agreement is fully executed by the parties.



DCS ARCHITECTURE AND CONSTRUCTION, LLC

6607 BRODIE LANE, #532 AUSTIN, TEXAS 78745

210-896-3430 / www.dcsarchitectureandconstruction.com

DCS Architecture and Construction provides design-build, general contracting, and architectural services in Texas and surrounding areas. We offer a wide range of commercial and residential services, including hospitality, retail, restaurant, office, municipal, health care, military, and multi-family residential.

We have combined experience as a licensed architect for 100s of hotels and restaurants and have been the Architect, Construction Administration, and General Contractor for nearly 100 commercial projects throughout the country. The lessons learned from this broad range of experience with multiple clients in almost every major Market have been instrumental in our success.

Our proven track record of delivering large multi-unit buildings on time and within budget provides added confidence for lenders and owners.

MISSION STATEMENT:

Service both partners and clients by optimizing wealth-building opportunities with proactive real estate development services leading to mutual growth and prosperity.

We pride ourselves on being a quality, value-driven, boutique builder with the abilities of a national firm, but with a level of personal involvement and dedication that our clients, and trusted partners appreciate.



VISION STATEMENT:

To be effective and trusted by our clients for the hands-off flow of real estate development results that lead to successful wealth-building opportunities as we seek to become THE strategic partner of choice by exceeding expectations.

LEADERSHIP ROLES:

DAVID SAMUELSON

David Samuelson is a licensed architect in Texas with over 35 years of experience in commercial and residential design, real estate development, and construction.

David's responsibilities include land and real estate development, architectural development, design, due diligence, assisting clients in evaluating prospective projects and investments, hiring, and managing consultant teams.

Before forming DCS Architecture and Construction, David held positions as a Corporate Architect with CSM Corporation, Tharaldson Development, and Buffets Inc. delivering design-build hotels and restaurants for several franchises. With these companies, he developed numerous projects throughout the United States. Through these experiences, he learned the true meaning of rapid and seamless real property delivery.

David provided site planning and building layout for over 70 Hotels including Marriot products, Courtyard Hotels, Residence Inns, Fairfield Inns, Country Inns, and many other franchises. As Design and Project Manager at Buffets Inc. (Old Country Buffet), he provided the turn-key delivery of 275 new restaurants and 225 remodel updates, in nearly every major Market in the U.S. over 3 years. David coordinated site selection, real estate acquisition, lease executions, planning permit approvals, and entitlements in preparation for the design/build work. David Samuelson brings more

than 25 years of experience throughout various aspects of the real estate industry and is a real estate expert. His background in construction, property management, and working with investors has provided him with a unique skill set when it comes to finding value within a property. His vast understanding of the housing market, trends, and future housing demands allows him to locate potential development location opportunities. David also plays a key role in the construction and development process from site acquisition, due diligence coordination, budgeting, and managing subcontractors. David has a unique attention to detail, and a strong desire for perfection, which is reflected by his follow-through during each phase of the project through to completion.

For more information, please visit our website
www.dcsarchitectureandconstruction.com

CLIENT: Property Owners: City of Edinberg , Texas

By: _____

Date: _____

Agent

AND:

GENERAL CONTRACTOR: DCS Architecture and Construction, LLC

By: _____

Date: 11/26/2025

DAVID C. SAMUELSON

Managing Member

Proposal for Edinburg Municipal Auditorium Roof Repairs

RFP No. 2025-03

Submitted to:
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Bid Amount

Total Project Cost: \$78,500.00

Company Experience & Qualifications

- Years in Business: 45 years (established 1970)
- Specializing in commercial roofing projects
- Bonded, and insured contractor

Project Team

Key Personnel

1. Project Manager: Jose Torres
 - 45 years experience in commercial roofing
2. Site Supervisor: Hector Tellez
 - 20 years commercial roofing experience
3. Quality Control Manager: David Gutierrez
 - 3 years QA/QC experience

Full resumes attached in Appendix A

Scope of Work

We propose to complete all specified roof repairs for the Edinburg Municipal Auditorium, encompassing approximately 9,000 sq ft, including:

Surface Preparation

- Complete protection of floors, windows, wood shutters, doors, and trim
- Pressure washing of existing roof surfaces

- Secure fastening of existing roof materials
- Removal of loose materials, grease, and soft asphalt

Installation Process

1. Parapet Wall Treatment
 - Treatment of all seams and overlaps with fluid flashing and reinforcing fabric
 - Application of Bleed Block sealer (1.5 gal/100 sq ft)
 - Three-coat elastomeric acrylic coating system (5.5 gal/100 sq ft total)
2. Main Roof Area
 - Application of 3 lb density polyurethane foam (1.5 inches $\pm$ 0.25 inch)
 - High solid elastomeric acrylic coating (4.5 gal/100 sq ft)
 - Low area filling to minimize ponding
 - Complete sealing of all roof penetrations

Quality Assurance

- Daily cleanup and debris removal
- 20-year manufacturer warranty on materials
- 20-year warranty on workmanship

Insurance Coverage

We confirm compliance with all required insurance coverage:

- Worker's Compensation (Statutory Coverage)
- Comprehensive General Liability
- Comprehensive Auto Liability
- City's Protective Liability

Certifications

SAM.gov Registration: Unique Entity ID: S2GBF5V8A1Y8 Cage Code: 9ZG55

- Compliance with Executive Order No. 11236 and 11375
- Compliance with Title VI of the Civil Rights Act
- Compliance with 2 CFR Part 200 procurement provisions

Project Timeline

Work will commence upon contract award and be completed within industry-standard timeframes for a project of this scope.

Payment Terms

Payment to be executed by mail in accordance with the State of Texas Pay Law upon completion and acceptance of work by the City of Edinburg.

This proposal shall remain valid for 90 days from the submission date.

Authorized Signature: _____

Date: November 25, 2024

Past Performance

Our company has extensive experience in government contracting, having successfully completed many federal projects as a subcontractor over the past 40 years. Our work has spanned various agencies including the Department of the Air Force, National Institute of Standards and Technology, and GSA as well as many private roofing contractor companies.

Key past performances include:

1. EPDM installation of 309 squares for Vaughn Roofing and Sheet Metal LLC 4911 I-10, Port Allen, LA 70767 Judith Kellog (225) 344-3660
2. EPDM installation of 464 squares for Vaughn Roofing and Sheet Metal LLC 4911 I-10, Port Allen, LA 70767 Judith Kellog (225) 344-3660
3. Liquid applied roof membrane of approximately 1091 squares at the United States Air Force Academy in Colorado Springs for JBlanco Enterprises 4065 S Federal Blvd, Englewood, CO 80110 Jeanette Wellers (out of business)
4. TPO Installation of approximately 200 squares at National Institute of Standards and Technology for JBlanco Enterprises 4065 S Federal Blvd, Englewood, CO 80110 Jeanette Wellers (out of business)

*Note: Work performed for JBlanco Enterprises was in a supervisor capacity for both Jose Torres and David Gutierrez. we decided to terminate the working relationship with JBlanco Enterprises due to irreconcilable differences in project management and a concerning disregard for industry best practices.

Key Issues:

1. Refusal to Accept Professional Guidance: Despite our extensive experience in highly technical roof installations, JBlanco Enterprises consistently refused to accept our expert advice and recommendations. This resistance to professional guidance created significant obstacles in executing the project to the required standards.
2. Inexperienced Management Appointments: JBlanco Enterprises made the decision to hire management personnel who lacked the necessary experience in overseeing complex roofing projects. This choice introduced unnecessary risks and complications to the project workflow and the relationship was terminated.

In regards to jobs performed as a subcontractor, we consistently met or exceeded project requirements, adhered to strict government regulations, and maintained excellent safety records. Our contributions were often praised by both prime contractors and government representatives for quality, timeliness, and professionalism.

Having developed a deep understanding of federal contracting processes, safety protocols, and quality standards, we are now eager to leverage this experience and transition into prime

contractor roles. Our team is well-versed in all aspects of project management, from initial planning and bidding to execution and close-out. We have the financial stability, bonding capacity, and management systems in place to take on the full responsibilities of a prime contractor. We believe our track record of successful project delivery, combined with our comprehensive knowledge of government contracting, positions us well to serve as a reliable and effective prime contractor for federal projects.

Our company, formerly known as Rainbow Roofing, is proud of its rich history and excited about its bright future as we navigate a significant leadership transition. Founded in 1970 by Jose Torres, our firm has built a strong reputation in the construction industry over the past 40 years. We're now entering an exciting new chapter as Gloria Gutierrez takes the reins as President and CEO of the newly restructured Rainbow Roofing and renamed the company GGutierrez Enterprises LLC.

Gloria Gutierrez has hands-on experience in all aspects of our business, combined with her skills, and determination she has positioned herself perfectly to lead our company into the future. Under her leadership, we're embracing innovative technologies and sustainable practices while maintaining our core values of quality, integrity, and client satisfaction.

To ensure a smooth transition and leverage our wealth of experience, Jose Torres is staying on with the company in the capacity of Senior Project Manager. This arrangement allows us to retain his invaluable expertise and industry relationships, which span over 4 decades. Jose Torres's continued involvement provides our clients with the assurance of seasoned oversight on their projects, while also mentoring our next generation of project managers.

This leadership transition represents the best of both worlds for GGutierrez Enterprises and our clients:

1. Continuity of our company's values, reputation, and relationships
2. Fresh perspectives and innovative approaches from our new leadership
3. Retention of deep industry knowledge and experience
4. A demonstrated commitment to long-term stability and growth

We believe this thoughtful succession plan strengthens our ability to serve our clients and partners. It combines the wisdom of experience with the energy of new leadership, ensuring that GGutierrez Enterprises remains a trusted and forward-thinking contractor for years to come.

2/26/86

To Whom It May Concern;

We of Swede's Roofing have had
work done for us by Rainbow Roofing
& find that the work was more than
satisfactory.

We would highly recommend them
to anyone who is in need of Built
up Roofing.

If we can be of further help
Please feel free to Contact
us.

Swede & Betty Mauch
DBA Swede's Roofing



THE ROOF COMPANY

P.O. Box 19415 • Cheyenne, Wyoming 82003-9415 • 307-778-3677
Office & Warehouse - 4500 Del Range Blvd.

November 14, 1987

TO WHOM IT MAY CONCERN:

Mr. Julio Torres recently completed a large reroofing project for us on Francis E. Warren AFB, Wyoming. The project was the Base Hospital which had a total of 832 squares of built up roofing. Mr. Torres was project foreman from start to finish on this job.

Mr. Torres ran the job and crew, which numbered 15 roofers and laborers, and did a very good job. The project was completed in both time frame and labor frame.

I would not hesitate to hire Mr. Torres again if given the opportunity.

If you should have any further questions, please feel free to call me at the above listed number at any time. I am sure if Mr. Torres does any work for you, you will be well satisfied as our company was.

Sincerely,

Mal R. Burnside
Partner

Jose Torres
21107 Terrace View Ln, Katy, Texas 77449
832-417-0416
Jose@ggutierrez.net

Professional Summary

Highly experienced roofing specialist with over 40 years of industry expertise. Proven mastery in hot tar, EPDM, Roof coatings, and TPO roofing systems. Extensive portfolio encompassing a wide range of commercial and institutional projects, including hospitals, schools, prisons, and retail buildings. Demonstrated ability to collaborate effectively with various contractors, showcasing versatility and comprehensive industry knowledge.

Core Competencies

- Commercial Roofing Systems
- Project Management
- Quality Control
- Safety Compliance
- Team Leadership
- Client Relations

Professional Experience

Roofing Subcontractor | Various Companies | 1971 - Present

- Collaborated with multiple roofing companies on diverse projects across several states
- Specialized in installation and maintenance of hot tar, EPDM, and TPO roofing systems
- Completed significant projects for institutional clients, including prisons and schools
- Consistently delivered high-quality work, meeting or exceeding industry standards and client expectations

Key Projects:

- Warren Air Force Base – Built Up roofing installation
- Alabama State Prison - Hot tar roofing system
- Louisiana School District - Hot tar roofing implementation
- Various commercial and retail buildings - White mop down, torch down, and TPO installations
- United States Air Force Academy Colorado Springs Vandenberg Hall- Liquid membrane installation
- National Institute of Standards and Technology Boulder, Colorado- TPO installation

Notable Collaborations

- JBlanco Enterprises - Englewood, CO
- Vaughn Roofing - Port Allen, LA
- Livingston Roofing - Gonzales, LA

- Swedes Roofing - Cheyenne, WY
- B&M Roofing - Frederick, CO

Professional Development

- Ongoing training in latest roofing technologies and safety procedures
- Adherence to evolving industry standards and best practices

References

Available upon request

Gloria Gutierrez
gloria@gutierrez.net
832.773.7698

EXPERIENCE

GGutierrez Enterprises LLC

President

07/26/2024-

Company Overview

GGutierrez Enterprises LLC, formerly known as Rainbow Roofing, is a well-established commercial roofing company with a rich 40-year history in the industry. We have recently undergone a leadership transition to focus on government contracting opportunities as a prime contractor while maintaining our commitment to quality and customer satisfaction. Our company provides high-quality roofing solutions for federal, state, and local government facilities, as well as other commercial clients. GGutierrez Enterprises is entering an exciting new phase. As the new leader of the company, we will have the unique opportunity to build upon our strong foundation while steering the company towards new growth in government contracting. The previous owner, with 40 years of invaluable experience, will remain with the company as the Project Foreman, ensuring continuity of expertise and quality in our operations.

Key responsibilities

- Identify and pursue government contracting opportunities in the commercial roofing sector
- Oversee the preparation and submission of competitive bids for government projects
- Serve as the primary Point of Contact (POC) for key personnel on awarded government contracts
- Ensure compliance with all relevant government contracting regulations and requirements
- Develop and maintain relationships with government agencies and procurement officers
- Develop and implement the company's overall business strategy and vision, focusing on expansion into government contracting while maintaining our established commercial base
- Set and oversee company goals, policies, and procedures
- Lead and motivate the executive team and all employees
- Ensure the company maintains a strong financial position and achieves growth targets
- Work collaboratively with the former owner (now Project Foreman) to ensure a smooth transition and leverage their extensive experience

Cash Offer Investments

Real Estate Investor

01/2016-07/2024

- Heavy direct mail marketing, ppc campaigns, SMS, and RVM
- Managed a team of 5 cold callers, 3 Acquisitions Managers, and a Virtual Assistant
- Negotiate with home owners on a sales price for their property
- Physically inspect properties to see if they fit the buying criteria

- Analyze financial data and comps for as-is and resale value
- Manage the relationships with home owners and buyers through closing of the transaction
- Schedule real estate closings and coordinate with title company
- Review of settlement statement for accuracy of calculations
- Meet with general contractors to get bids for repairs on properties
- Physically inspect the progress of rehabs in progress
- Listing and marketing of investment properties
- Sell real estate property to other investors

Hartman Income REIT-Houston, Texas

Paralegal/Lease Administrator

05/2014-01/2016

- Analyze all newly executed lease documents and licenses.
- Prepare internal notice for all executed documents and billing worksheet for recurring billing charges.
- Prepare lease abstracts, which summarize lease terms in a concise and accurate manner. Adhere to specified deadline for lease analysis and completion of abstract.
- Maintain and update lease abstract database throughout the lease term.
- Scan lease documents into lease archive database; maintain/update database with attention to integrity of input.
- Prepare delivery letters, commencement letters, and lease-related notices to tenants.
- Monitor lease dates for compliance throughout the lease term.
- Maintain “tracking document” to follow all documents from execution through rent commencement and to obtain necessary lease-related documentation.
- Coordinate with other departments as necessary to monitor critical dates for lease compliance and to establish rent commencement dates and schedule rent abatements.
- Review letters of credit for lease compliance; monitor critical dates for amendments, reductions, and extensions.
- Maintain critical dates schedule for tenant options and compliance with lease terms. Send option letters.
- Process sublease and assignment requests; work with attorney to prepare landlord’s consent; track the document through execution and distribution;
- Review tenant name change requests. Process the change and obtain appropriate documentation, revised insurance certificate and letter of credit as necessary.
- Train staff to use the lease abstract and archive databases effectively.
- Revise and maintain current floor plans and stacking plans.
- Create lease files

Neel, Hooper & Banes, P.C.- Houston, TX

Employment law & Government Contracting Legal Secretary to 4 attorneys

09/2014-04/2015

- Review and prepare files, analyze, organize and track case files.
- Electronically file in the mandated e-filing Courts.
- Draft and respond to various correspondence, discovery requests such as Requests for Admissions, Requests for Production, and Interrogatories.
- Calendar discovery deadlines, hearings, and docket control orders for trials.
- Act as liaison between courts, clerks, attorneys and the public as needed.
- Calendar, organize, and coordinate various meetings for attorney as needed.
- Assist with court hearings, depositions, and meetings as needed.

- Travel arrangements for attorneys as needed.
- Organize assignments with minimal attorney direction.
- Perform other related work as assigned.

CenturyLink- Fort Collins, CO

03/2012-05/2013

Account Manager

- Marketed the full suite of services under the CenturyLink and Savvis portfolio ranging from Cloud and Managed Hosting services to MPLS, SIP, & Networking Hardware.
- Strategically led internal resources to develop and execute successful pursuit plan.
- Researched and targeted companies within a defined set of parameters.
- Quoted prices and prepared sales proposals/contracts for orders.
- Organized, maintained, and worked multiple client files every month.
- Achieved or exceeded monthly revenue targets and deadlines.

Integra Telecom- Fort Collins, CO

03/12/2011-05/2012

Account Executive

- Responsible for the origination of new business customers in an effort to secure sale of the company's telecommunications products.
- Prospected for new accounts and managed existing accounts.
- Organized sales presentations to small and large size groups.
- Successfully secured daily appointment quotas by cold calling, referrals, and warm leads.
- Achieved monthly sales quota.
- Responsible for strong time management, problem solving, prioritization, and planning skills.
- Responsible for attending daily education sessions to stay current on latest telecom trends, new products, and sales techniques.

City of Houston Real Estate Branch, Land Disposition

05/2008-07/2010

Assistant Real Estate Analyst

- Received, reviewed, and approved applications for city-owned rights-of-way, easements, streets from private entities, corporations, developers, engineering companies, etc.
- Drafted Requests for Council Action (RCA's) for real estate transactions, Joint Referral Committee requests, purchase agreements, and other agreements.
- Reviewed project drawings with City Engineers, Architects, Contractors and Developers, other government agencies, and/or property owners.
- Developed and reviewed offer packages, purchase agreements, and counter-offers.
- Evaluated, reviewed and monitored real estate files on all projects, including field notes, appraisals, legal documents, legal descriptions, surveys, plats, deeds, and other pertinent information.
- Set up conferences and weekly meeting arrangements, kept track of appointments, and worked with other office and clerical staff to complete projects.

Highlights:

- Member of IRWA during tenure at City of Houston
- Completed Right of Way Agents Development Program through IRWA
- Principles of Real Estate Negotiation through IRWA

High Ridge Industrial Park/The Betz Companies

10/2007-03/2008

Sales Executive

- Designed email-marketing campaigns to advertise our industrial commercial condominiums.
- Showed units to potential buyers and tenants.
- Extensive internet research to target groups/businesses that would benefit from buying or leasing our units.
- Attended networking events
- Follow up with calls and emails to potential buyers/tenants.
- Built an extensive database of realtors/brokers, and end-users for marketing campaigns.
- Brief explanation of NNN lease, then sent potential tenants over to leasing specialist
- Assembled packages for 1031 Exchange facilitators

EDUCATION

Center for Advanced Legal Studies

AAS Degree in Paralegal Studies, September 2014

SKILLS

Microsoft Office: Word, PowerPoint, Excel

Legal Software: ProDoc, Westlaw

Typing Speed: 60 WPM

Adobe Acrobat

Bilingual, Spanish and English, oral and written

Notary Public

LICENSE

Licensed by the State of Texas Real Estate Commission and Colorado Division of Real Estate

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: GGutierrez Enterprises LLC
(Full, correct legal name)
- Address: 7731 Misty Fern Ct, Houston, TX 77095
 - Telephone/Fax: 832-773-7698
 - Email address: gloria@ggutierrez.net
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes ☐ No ☒
3. Is your Company authorized and/or licensed to do business in Texas? Yes ☒ No ☐
4. Where is the Company's corporate headquarters located? Houston
5. a. Does the Company have an office located in Edinburg, Texas? 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: Gloria Gutierrez
Address: 7731 Misty Fern Ct, Houston, TX 77095
Telephone: 832-773-7698
Fax:
Email: gloria@ggutierrez.net
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 (x)

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

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

Rainbow Roofing

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	GGutierrez Enterprises LLC		
Corporate Office			
Name:	Gloria Gutierrez	Phone number:	832-773-7698
Title:		Email address:	
Business address of corporate office:			
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:	07/2024	State in which Business was formed:	TX
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

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

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

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

Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	David Gutierrez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

- 5.01 Provide Annual Gross Revenue (Past Year): ☒ \$100,000 or less ☐ \$100,000 - \$500,000 ☐ \$500,000 - \$1,000,000 ☐ \$1,000,000 - \$5,000,000 ☐ \$5,000,000 and over
- 5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	US Casualty and Surety Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	MA		
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):	303 Congress St Ste 502, Boston, MA 02210		

Physical Address (principal place of business):			
Phone (main):	813-816-0517	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)	
Obsidian Specialty Insurance Co		Commercial General Liability \$1M	
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):	440 N Barranca Ave #9499, Covina, CA 91723		
Physical Address (principal place of business):			
Phone (main):	619-332-1102	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	5
Estimate of revenue for the current year:	100,000
Estimate of revenue for the previous year:	0.00

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

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	45
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.

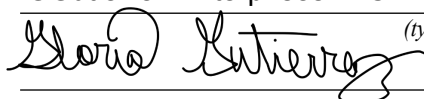
- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar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

 (typed or printed name of organization)

By: _____ (individual's signature)

Name: Gloria Gutierrez

(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
7731 Misty Fern Ct, Houston, TX 77095

Designated Representative:

Name: Gloria Gutierrez
(typed or printed)

Title: CEO
(typed or printed)

Address: _____

Phone: 832-773-7698

Email: gloria@ggutierrez.net

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

Schedule B—Previous Experience with Similar Projects

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

Schedule C—Key Individuals

Project Manager			
Name of individual		Jose Torres	
Years of experience as project manager		40	
Years of experience with this organization		20	
Number of similar projects as project manager		40	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Hector Tellez	
Years of experience as project superintendent		20	
Years of experience with this organization		1	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		David Gutierrez	
Years of experience as project manager		3	
Years of experience with this organization		4 mo	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		David Gutierrez	
Years of experience as project superintendent		3	
Years of experience with this organization		4 mo	
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	

PROPOSAL



Edinburg Municipal Auditorium Roof Repairs

Last updated by [Addendum #2](#) on Nov 19, 2024 11:39 AM

Request For Proposal Engineering 91066, 91473

Project ID: 2025-03

Release Date: Wednesday, November 6, 2024 · **Due Date:** Tuesday, November 26, 2024 3:00pm

Posted Wednesday, November 6, 2024 11:00am

All dates & times in Central Time

BY



SLR BUILDING CONTRACTORS

1803 S Cesar Chavez Rd.
Edinburg, TX 78542
(956) 383-8194



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2024

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

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

PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Mindy Rivera PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: mindy@mcafeeagency.com
INSURED SLR Building Contractors, LLC 1803 S. Cesar Chavez Rd. Edinburg TX 78542	INSURER(S) AFFORDING COVERAGE INSURER A: Champlain Specialty Ins. Co. INSURER B: Progressive Companies INSURER C: Starstone National Ins. Co. INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 24-25**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:			CSARCGL0003245 01	03/20/2024	03/20/2025	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
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			969683656	05/17/2024	05/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 100,000
	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE		89592D246ALI	03/20/2024	03/20/2025	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	☐ 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)

Project:
EDINBURG MUNICIPAL AUDITORIUM ROOF REPAIRS
RFP #2025-03
415 W University Dr.
Edinburg, TX 78541

CERTIFICATE HOLDER**CANCELLATION**

City of Edinburg
415 W. University Dr.

Edinburg

TX 78541

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2024

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

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

PRODUCER	San Juan Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-	CONTACT NAME: COMMERCIAL DEPARTMENT/Ruby Hernandez PHONE (A/C, No, Ext): (956)685-1936 FAX (A/C, No): (956)781-5247 E-MAIL ADDRESS: CERTIFICATE REQUEST INFOCL@VIP-INS.NET
INSURED	SLR BUILDING CONTRACTORS LLC 1803 S CESAR CHAVEZ RD. Edinburg TX 78542-	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Co NAIC # 22945 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	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 ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	X 0002070497-24	11/21/2024	11/21/2025	X 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)

Project: Edinburg Municipal Auditorium Roof Repairs
RFP # 2025-03
415 W. University Dr.
Edinburg, TX. 78541

CERTIFICATE HOLDER CANCELLATION AI 130560

CITY OF EDINBURG 415 W. UNIVERSITY DR. EDINBURG TX 78541-	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
---	---

Fax: () -

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: SLR Building Contractors, LLC
(Full, correct legal name)
- Address: 1803 S Cesar Chavez Rd.
Edinburg, TX 78542
- Telephone/Fax: (956) 383-8194 / (956) 992-9771
- Email address: s.renteria@slrbc.com
- 2 Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes ___ No ☒
- 3 Is your Company authorized and/or licensed to do business in Texas? Yes ☒ No ___
- 4 Where is the Company's corporate headquarters located? Edinburg, TX
- 5 a. Does the Company have an office located in Edinburg, Texas? Yes ☒ No ___
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 7 (years) 6 (months)
c. State the number of full-time employees at the Edinburg office. 21
- 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: Stephanie L Renteria
Address: 1803 S Cesar Chavez Rd., Edinburg TX 78542
Telephone: (956) 383-8194
Fax: (956) 992-9771
Email: s.renteria@slrbc.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.

Rio Grande Urethane

1803 S Cesar Chavez Rd., Edinburg TX 78542



Stephanie L Renteria - President

11/25/2024

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, Stephanie L Renteria, the undersigned representative of
SLR Building Contractors, LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Stephanie L Renteria - President

TYPE/PRINT NAME AND TITLE:

November 25, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Stephanie L Renteria, the undersigned representative of
SLR Building Contractors, LLC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

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

Pursuant to Section 2274.001, Texas Government Code:

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Stephanie L Renteria - President

TYPE/PRINT NAME AND TITLE:

November 25, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Stephanie L Renteria, the undersigned representative of
SLR Building Contractors, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

Pursuant to Section 2274.001, Texas Government Code:

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

Stephanie L Renteria - President

TYPE/PRINT NAME AND TITLE:

November 25, 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.

N/A

Name of Officer

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

N/A

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

☐

Yes

☒

No

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

☐

Yes

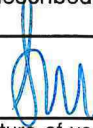
☒

No

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

N/A

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

7  **Stephanie L. Renteria, President**
Signature of vendor doing business with the governmental entity

11/19/2024

Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS

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

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

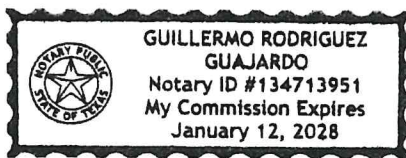
Stephanie L Renteria, who
[Affiant]being by me duly sworn on his oath stated that he is President, of
[Title]SLR Building Contractors, LLC

[Contractor's Company Name]

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



[Affiant's Signature]

SWORN AND SUBSCRIBED before me on November 25, 2024.
[Date]

[Notary Seal]

Guillermo Rodriguez Guajardo
Notary Public in and for the State of TEXASGuillermo Rodriguez Guajardo

[Print or type Notary Public name]

My Commission Expires: January 12, 2028
[Expiration Date]

END OF DOCUMENT

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business] ORIGINAL BID BOND IS ATTACHED	Surety Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business] ORIGINAL BID BOND IS ATTACHED
Owner Name: [Full formal name of Owner] Address (principal place of business): [Address of Owner's principal place of business] ORIGINAL BID BOND IS ATTACHED	Bid Project (name and location): [Owner project/contract name, and location of the project] ORIGINAL BID BOND IS ATTACHED Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] ORIGINAL BID BOND IS ATTACHED Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder SLR Building Contractors, LLC (Full formal name of Bidder)	Surety ORIGINAL BID BOND IS ATTACHED (Full formal name of Surety) (corporate seal)
By:  (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: Stephanie L Renteria (Printed or typed)	Name: _____ (Printed or typed)
Title: President	Title: _____
Attest:  (Signature)	Attest: _____ (Signature)
Name: Guillermo Rodriguez Guajardo (Printed or typed)	Name: _____ (Printed or typed)
Title: General Manager	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SLR Building Contractors LLC
1803 S. Cesar Chavez Rd.
Edinburg, TX 78542

OWNER:

(Name, legal status and address)

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

BOND AMOUNT:

5% Greatest Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Edinburg Municipal Auditorium Roof Repairs RFP #2025-03

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Rd. Ste 600
Houston, TX 77024

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 26th day of November 2024


(Witness)

SLR Building Contractors LLC

(Principal)

(Seal)

(Title) Stephanie Renteria, President

Great Midwest Insurance Company

(Surety)

(Seal)

(Title) Attorney-in-Fact Andres Alvarez

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Andres Alvarez, Philip Young, Ruby Hernandez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

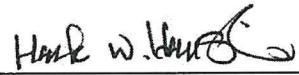
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

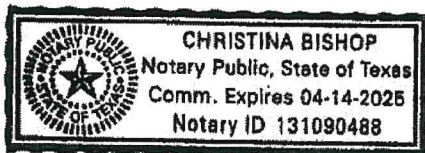


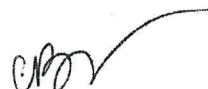
GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



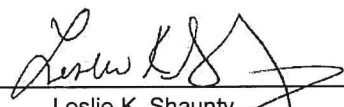
BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 26th Day of November, 202024.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**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 25th day of November, 2024.

SLR Building Contractors, LLC

Name of Bidder



Stephanie L Renteria

Signature of Bidder

President

Title of Signatory

END OF SECTION

Document 00640

**CERTIFICATION REGARDING DEPARTMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

SLR Building Contractors, LLC

[Typed Name of Company:]

Stephanie L Renteria - President

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

11/25/2024

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SECTION 00460

NONCOLLUSION AFFIDAVIT**PART 1 - GENERAL****1.01 SECTION INCLUDES**

This section describes the standardized forms for use in Bidder and Contractor representations and certifications for the project.

1.02 REFERENCES – Not Used**1.03 DEFINITIONS – Section 0700****1.04 REPRESENTATIONS AND CERTIFICATIONS**

A. Conflict of Interest Disclosure

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

STANDARIZED FORMS FOLLOW

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

a. 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:

Company/Vendor Name:

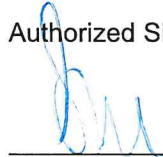
11/25/2024

SLR Building Contractors, LLC

Printed Name and Title:

Authorized Signatory:

Stephanie L Renteria - President



END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
52 Ft. Skytrack (2 Units)	✓	
45 Ft. Boom Lift	✓	
GRACO GH2 1:1 Ratio Proportioner	✓	
GRACO H50 1:1 Ratio Proportioner	✓	

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

[illegible]

BIDDER

Executed this: 25th Day of : November 20. 24

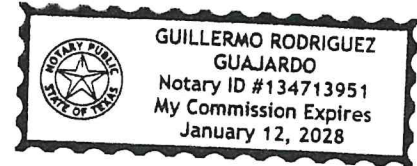
By: SLR Building Contractors, LLC
BIDDER

Title: Stephanie L Renteria - President

NOTARY PUBLIC

State of Texas

County of: Hidalgo



Subscribed and sworn to before me this: 25th Day of November 2024

Guillermo Rodriguez Guajardo my commission expires 01/12/2028.
NOTARY PUBLIC

END OF SECTION

FORM OF BUSINESS

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

Corporation: Limited Liability Corporation

Corporate Name: SLR Building Contractors, LLC

State of Incorporation: Texas

Mailing Address: 1803 S Cesar Chavez Rd., Edinburg TX 78542

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

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____

Mailing Address: _____

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

Sole Proprietorship

Name: _____

Mailing Address: _____

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

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

Stephanie L Renteria - President

[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

11/25/2024

[Typed Date]

END OF DOCUMENT

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filing Fee: \$300

Filed in the Office of the
Secretary of State of Texas
Filing #: 802713370 05/04/2017
Document #: 733801850002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

SLR Building Contractors, LLC

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Stephanie Lynn Renteria

C. The business address of the registered agent and the registered office address is:

Street Address:

5314 Falcon Crest Ln. Edinburg TX 78542

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Stephanie Lynn Renteria**

Title: **Managing Member**

Address: **5314 Falcon Crest Ln. Edinburg TX, USA 78542**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information



November 25, 2024

City of Edinburg
415 W University Dr.
Edinburg TX 78541

Ref: Edinburg Municipal Auditorium Roof Repairs RFP# 2025-25
CITY OF EDINBURG NON-BRIBERY MODEL FORM

Dear City of Edinburg:

The undersigned party certifies that SLR BUILDING CONTRCATORS, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.
2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.
3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Stephanie L Renteria

Printed Name

Signature

President

Position in Bidding Company

11/25/2024

Date

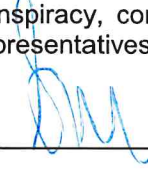
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

Stephanie L Renteria, being first duly sworn, deposes and says that:

(Name)

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

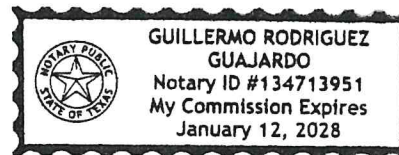
Sign  Stephanie L Renteria

Title President

Subscribed and sworn to me this 25th day of November, 20 24.

By: Guillermo Rodriguez Guajardo

Notary Public Guillermo Rodriguez Guajardo
My commission expires January 12, 2028



END OF SECTION

POST-BID PROCEDURES**1.0 DOCUMENT INCLUDES**

- A. Notice of Intent to Award.
- B. Agreement.
- C. Requirements of Bidder.
- D. Failure of Bidder to comply with requirements.
- E. Notice to Proceed.
- F. Pre-construction Conference.
- G. Starting the Project.

2.0 NOTICE OF INTENT TO AWARD

- A. Owner will provide written Notice of Intent to Award (the Contract) to the selected bid or proposal, stating that upon compliance with the conditions listed herein within 14 days after receipt of the notice, and on approval by Owner, Owner will execute and deliver the Agreement.

3.0 FORM OF AGREEMENT

- A. The Agreement shall be Document 00500 - Agreement between the Owner and Contractor, together with Supplements enumerated in and attached thereto.

4.0 REQUIREMENTS OF BIDDER

- A. Within 14 days of receipt of the Notice of Intent to Award, the selected bidder or proposal shall execute and deliver to the Engineer for the Owner's approval those documents indicated by an "X" below:

- ☒ [X] Agreement Between the Owner and Contractor
- ☒ [X] Performance Bond (100% of the Contract Amount)
- ☒ [X] Payment Bond (100% of the Contract Amount)
- ☒ [X] Affidavit of Insurance (*with Certificate of Insurance attached*)

5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS

- A. Should the Bidder on receipt of the Notice of Intent to Award fail to comply with requirements of this Document within the stated time, the Owner may declare the award in default and require forfeiture of the Security Deposit.
- B. After Owner's written notice of default to the Bidder or proposal, Owner may award the Contract to the responsible Bidder whose offer is the next advantageous bid or proposal, and the Security Deposit of the Bidder in default shall be forfeited to the Owner in accordance with the provisions of Instructions to Bidders.

6.0 NOTICE TO PROCEED

- A. Upon Owner's execution of the Agreement and delivery to Contractor, the Engineer shall give the Contractor Notice to Proceed within 30 days after the Effective Date of the Agreement, which notice shall establish the Date of Commencement of the Work.

7.0 PRE-CONSTRUCTION CONFERENCE

- A. Not later than 10 days after the date of Notice to Proceed, but before Contractor starts work at the site, Owner will convene a Pre-construction Conference.

8.0 STARTING THE PROJECT

- A. Contractor shall start performance of the Work at the site on the Date of the Commencement of the Work, but no Work shall be done at the site prior to that date.
- B. As Contractor, verify that you and all Subcontractors pay the Prevailing Wage.

END OF DOCUMENT

Stephanie L Renteria - President

November 25th, 2024

PLEASE NOTE THAT REFERENCES ARE
ENDORISING MULTIPLE PROJECTS ON
THE ATTACHED LETTERS, WE ARE
HOPING YOU CAN UTILIZE THESE AS MORE
THAN JUST THREE PROJECT PAST
PERFORMANCE

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

Reference For: SLR Building Contractors, LLC

Reference Company Name: BADAFI Foods

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☒ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ☒ No _____
3. Provided completed warranty documents and performed warranty items timely: Yes ☒ No _____
4. Contractor's history of completing on schedule: Excellent ☒ Good _____ Satisfactory _____ Poor _____
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ No _____

Signature:  _____

Printed Name: Mr. Roy Villarreal

Date: 11/25/2024



Badafi Foods LLC

3701 W. Military Hwy, McAllen, TX 78503

November 13, 2024

To Whom It May Concern,

I'm pleased to recommend SLR BUILDING CONTRACTORS, company that has been my go-to roofer for the past 5–6 years. Over multiple projects at the North and South plants with over 178,000 sq. ft. of installed roofs, SLR has consistently impressed me with their high-quality work and reliability.

From small repairs to larger jobs, SLR takes pride in getting the details right, so I've always been confident the work will last without needing follow-up fixes. I also appreciate their dependability—they show up on time, meet deadlines, and keep me in the loop on project progress, which makes the process straightforward and stress-free.

They keep the worksite tidy, are respectful of my property, and put safety first, which makes a big difference. Their professionalism and respectful approach are the reasons I continue to trust them with my roofing needs.

I'm happy to recommend SLR BUILDING CONTRACTORS for any roofing project. Their commitment to quality and dependability is a rare find.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roy Villarreal', with a large, stylized flourish at the end.

Mr. Roy Villarreal
Facilities Director
Badafi Foods, Inc.
(956) 215-7180
roy.villarreal@badafifoods.com

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

Reference For: SLR Building Contractors, LLC

Reference Company Name: Edinburg CISD

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☒ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ☒ No _____
3. Provided completed warranty documents and performed warranty items timely: Yes ☒ No _____
4. Contractor's history of completing on schedule: Excellent ☒ Good _____ Satisfactory _____ Poor _____
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ No _____

Signature: 

Printed Name: Mr. Robert S Gomez

Date: 11/25/2024



EDINBURG CISD

411 N. 8th Ave., Edinburg, TX 78541
(956) 289-2300

CARMEN GONZÁLEZ, President
XAVIER SALINAS, Vice-President
LUIS ALAMIA, Secretary
MIGUEL "MIKE" FARIAS, Member
LETTY FLORES, Member
LETICIA "LETTY" GARCIA, Member
DOMINGA "MINGA" VELA, Member
Dr. Maria H. Salinas, Superintendent

November 20, 2024

Gilbert Renteria
SLR Building Contractors, LLC
Owner

To Whom It May Concern

On behalf of the Edinburg C.I.S.D. it is with pleasure that I take this opportunity to express our thoughts and appreciation for the great job provided by SLR Building Contractors, LLC during the last several year. SLR Buidling Contractors has done roofing project for some of our school which are De Zavala Elem., De La Vina Elem. And Memorial Middle School.

SLR attention to detail on their project, headed by Gilbert Renteria has proven how a well-organized project can come to life when the Owner, Architect and Contractor share a common goal to achieve a successful project. They kept us informed, responded diligently when additional information was requested, and were always willing to cooperate and serve our district and campus personnel and most importantly kept the project on schedule for the benefit of students and staff without disrupting the teaching environment.

SLR's quality of work and their relaibility have been more than satisfactory to our district and have handled every obstical in a professional manner and timely manner and always ensure the project gets completed to the satisfaction of the owners.

We look forward to future projects with SLR. Should you have any questions or need additional information do not hesitate to call me at (956) 289-2578.

Sincerely,

Roberto S. Gomez
Director of Facilities Department

Nondiscrimination Statement

Edinburg CISD does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the nondiscrimination policies: Title IX issues: Robert Vina, r.vina@ecisd.us, Coordinator of Personnel/Legal Issues, ADA/504 issues: Sofia Hinojosa, sofia.hinojosa@ecisd.us, Coordinator of Student & Social Services, 411 N 8th Avenue, Edinburg, TX 78539, (956) 289-2300

Edinburg CISD no discrimina por motivos de raza, color, origen nacional, sexo, discapacidad o edad en sus programas o actividades y brinda igualdad de acceso a los Boy Scouts y otros grupos juveniles designados. Las siguiente personas han sido designadas para manejar consultas sobre las políticas de no discriminación Title IX issues: Robert Vina, r.vina@ecisd.us, Coordinator of Personnel/Legal Issues, ADA/504 issues: Sofia Hinojosa, sofia.hinojosa@ecisd.us, Coordinator of Student & Social Services, 411 N 8th Avenue, Edinburg, TX 78539, (956) 289-2300

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

Reference For: SLR Building Contractors, LLC

Reference Company Name: La Joya ISD

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ☒ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ☒ No _____
3. Provided completed warranty documents and performed warranty items timely: Yes ☒ No _____
4. Contractor's history of completing on schedule: Excellent ☒ Good _____ Satisfactory _____ Poor _____
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
Excellent ☒ Good _____ Satisfactory _____ Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICES ON YOUR FUTURE PROJECTS?
Yes ☒ No _____

Signature: _____



Printed Name: Mr. Roger Hernandez

Date: 11/25/2024



La Joya Independent School District

Superintendent of Schools

200 West Expressway 83

La Joya, Texas 78560

Telephone (956) 323-2006

(956) 323-2008

School Board

Julian Alvarez III, President

Anita Chavez, Vice-President

Alyssa Peña, Secretary

Celso Gomez Jr., Member

Dr. Rosalva Hernandez, Member

Dr. Carlos Margo, Member

Jessica Ochoa, Member

To Whom It May Concern,

I'm writing to highly recommend SLR Building Contractors, LLC, who have consistently provided top-quality roofing services over the past several years. We've worked together on numerous projects, listed below, and every experience has been a positive one.

Irene Garcia M.S.	Roof 145,000 sq. ft. approximately
Americo Paredes E.S.	Roof 9,500 sq. ft. approximately
Guillermo Flores E.S.	Roof 46,000 sq. ft. approximately
Henry B. Gonzalez E.S.	Roof 95,000 sq. ft. approximately
Ann Richards M.S.	Roof 140,000 sq. ft. approximately
La Joya High School	Roof 189,000 sq. ft. approximately
Kika de la Garza E.S.	Roof 48,000 sq. ft. approximately

On every project, SLR Building Contractors, LLC has proven to be both professional and easy to work with. They're respectful, keep the job site organized, and always communicate clearly, which makes a big difference in keeping the project on track and stress-free.

For anyone looking for a reliable, skilled, and professional roofer, I'd recommend SLR Building Contractors, LLC.

Sincerely,

Mr. Rogelio Hernandez
Coordinator for Facilities
La Joya Independent School District
(956) 323-2134
r.hernandez9@lajoyaisd.net

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and SLR Building Contractors, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Re-roof the existing Modified Bitumen (Mod. Bit) Roof System and Built-up Roof system over the City of Edinburg Municipal Auditorium with a Spray Polyurethane Foam System and Fluid Applied Elastomeric Roof Coating. Approximate area is 9,000 ft².**
- 1.02 Contractor is responsible for requesting any necessary permits from the City of Edinburg or other entities in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RFP No. 2025- 03 Edinburg Municipal Auditorium Roof Repairs**

ENGINEER

- 3.01 The Owner has retained **City of Edinburg – Engineering Department staff** ("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.

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 **February 15, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **February 28, 2025**.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):

Milestones for this project will revert to substantial completion.

- 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 **\$200.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work (Base Bid)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Roof Repairs	LS	1	\$ 78,000.00	\$ 78,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) Seventy Eight Thousand Dlls 00/100					\$ 78,000.00

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) **\$78,000.00 (Seventy Eight Thousand Dlls 00/100)**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage); and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

CONTRACT DOCUMENTS**7.01 Contents**

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the approved materials.
 6. Drawings (no drawings as this is a repairs project).
 7. Addenda (numbers **1** to **2**, inclusive).
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **December TBD, 2024** (which is the Effective Date of the Contract).

Owner:

City of Edinburg

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If City of Edinburg is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

SLR Building Contractors, LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

11/25/2024

(date signed)

Name:

Stephanie L Renteria

(typed or printed)

Title:

President

(typed or printed)

If SLR Building Contractors, LLC is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Guillermo Rodriguez Guajardo

(individual's signature)

Title:

General Manager

(typed or printed)

Address for giving notices:

1803 S Cesar Chavez Rd.

Edinburg, TX 78542

Designated Representative:

Name:

Stephanie L Renteria

(typed or printed)

Title:

President

(typed or printed)

Address:

1803 S Cesar Chavez Rd.

Edinburg, TX 78542

Phone:

(956) 383-8194

Email:

s.renteria@slrbc.com

License No.:

N/A

(where applicable)

State:

Texas

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	SLR Building Contractors, LLC		
Corporate Office Edinburg, Texas			
Name:	Stephanie L Renteria	Phone number:	956-383-8194
Title:	President	Email address:	s.renteria@slrbc.com
Business address of corporate office:		1803 S Cesar Chavez Rd	
		Edinburg, TX 78542	
Local Office Edinburg, Texas			
Name:	Stephanie L Renteria	Phone number:	956-383-8194
Title:	President	Email address:	s.renteria@slrbc.com
Business address of local office:		1803 S Cesar Chavez Rd	
		Edinburg, TX 78542	

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.	N/A		
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	05/04/2017	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

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

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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

Name:	Stephanie L Renteria	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ No Limit
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise	Texas Comptroller of Public Accounts	09/09/2020
☒ Minority Business Enterprise		
☒ Woman-Owned Business Enterprise	Texas Comptroller of Public Accounts	09/09/2020
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☒ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	09/09/2020
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Mariano Escobedo	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA Construction Industry Safety	Carrer Safe	Jul 2027
OSHA Construction Construction Safety	IACET	Oct 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									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Texas Mutual Insurance Co.	0	0	0	0	0	0	0	0	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:	NGM Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:		NH	
Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):		55 West Street	
		Keene, NH 03431	

Physical Address (principal place of business):	55 West Street		
	Keene, NH 03431		
Phone (main):	(800) 225-5646	Phone (claims):	(800) 225-5646

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.):		McAfee Insurance Agency	
Insurance Provider		Type of Policy (Coverage Provided)	
Champlain Specialty Ins. Co.		Commercial Liability	
Progressive Companies		Automobile Liability	
Starstone National Ins. Co.		Umbrella	
Texas Mutual Insurance Co.		Worker's Compensation	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	P.O. Box 625		
	Mercedes Texas 78570		
Physical Address (principal place of business):	321 Second Street		
	Mercedes Texas 78570		
Phone (main):	(956) 565-2481	Phone (claims):	(956) 565-2481

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:	21
Estimate of revenue for the current year:	+\$12'000,000.00
Estimate of revenue for the previous year:	+\$13'000,000.00

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

Years of experience with projects like the proposed project:		More than 7 years	
As a general contractor:	☒	As a joint venturer:	☐
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			

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

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 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: SLR Building Contractors, LLC

(typed or printed name of organization)

By: 

(individual's signature)

Name: Stephanie L Renteria

(typed or printed)

Title: President
(typed or printed)

Date: 11/25/2024
(date signed)

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

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices: 1803 S Cesar Chavez Rd.
Edinburg, TX 78542

Designated Representative:

Name: Stephanie L Renteria
(typed or printed)

Title: President
(typed or printed)

Address: 1803 S Cesar Chavez Rd.
Edinburg, TX 78542

Phone: (956) 383-8194

Email: (956) 992-9771

Schedule A—Current Projects

Name of Organization	Edinburg Consolidated Independent School District				
Project Owner	Edinburg Consolidated Independent School District	Project Name	Elementary Schools Gym Renovations		
General Description of Project	Turn Key Additions to ten (10) Elementary School Gymnasiums in two different phases.				
Project Cost	Approximately \$7'900,000.00		Date Project	June 2023 to December 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Rodney De Leon	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Robert S Gomez	Facilities Director	ECISD	(956) 289-3000 x-8062	roberto.gomez2@ecisd.us
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect

Project Owner	La Joya Independent School District		Project Name	Ann Richards Middle School Roof Renovations	
General Description of Project	Re-Roofing of Campus Buildings Including Cafeteria and Gymnasium				
Project Cost	\$1'042,000.00		Date Project	March to December 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rogelio Hernandez	Coordinator for Facilities	La Joya ISD	(956) 323-2134	r.hernandez9@lajoyaisd.net
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect

Project Owner	BADAFI Foods		Project Name	BADAFI Expansion	
General Description of Project	Expansion of Cold Shipping Area with new roof and Concrete Floor				
Project Cost	\$395,000.00		Date Project	October 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com
Designer	In House Engineering				
Construction Manager	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	City of Edinburg				
Project Owner	City of Edinburg		Project Name	Police Department and Municipal Court Re-Roof	
General Description of Project	Turn key Re-Roofing for Police Department and Municipal Court Buildings and Weatherproofing repairs.				
Project Cost	\$575,000.00		Date Project	April to September 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Rodney De Leon	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sergio Castro	GIS Manager	City of Edinburg		s.castro@cityofedinburg.com
Designer	City Engineering				
Construction Manager	Sergio Castro	GIS Manager	City of Edinburg		s.castro@cityofedinburg.com

Project Owner	La Joya ISD		Project Name	Henry B Gonzalez Elementary School	
General Description of Project	Henry B Gonzalez Re-Roofing and Interior Renovations				
Project Cost	\$1'240,000.00		Date Project	January to August 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rogelio Hernandez	Coordinator for Facilities	La Joya ISD	(956) 323-2134	r.hernandez9@lajoyaisd.net
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect

Project Owner	BADAFI Foods		Project Name	South Plant Re-Roofing	
General Description of Project	Re-Roofing of Entire 150,000 sq. ft. facility in several stages				
Project Cost	+ \$1'600,000.00		Date Project	May 2023 to October 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Galvan	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com
Designer	In House Engineering				
Construction Manager	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com

Schedule B—Previous Experience with Similar Projects

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

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

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

Schedule C—Key Individuals

Project Manager			
Name of individual		Gilbert Renteria	
Years of experience as project manager		20+ years	
Years of experience with this organization		20+ years	
Number of similar projects as project manager		Excess of 50	
Number of similar projects in other positions		Excess of 50	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		20 %	December 2024
La Joya ISD Ann Richards Middle School		25 %	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Roy Villarreal
Title/Position	Facilities Director	Title/Position	Facilities Director
Organization	ECISD	Organization	Badafi Foods
Telephone	(956) 289-3000 x-8062	Telephone	(956) 215-7180
Email	roberto.gomez2@ecisd.us	Email	roy.villarreal@badafifoods.com
Project	Elementary Schools Gym Renovations	Project	South Plant Re-Roofing
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent			
Name of individual		Joe Espiricueta	
Years of experience as project superintendent		4 years	
Years of experience with this organization		4 years	
Number of similar projects as project superintendent		8 projects	
Number of similar projects in other positions		+10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Badafi Expansion		85%	Early January 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Rogelio Hernandez	Name	Roy Villarreal
Title/Position	Coordinator for Facilities	Title/Position	Facilities Director
Organization	La Joya ISD	Organization	Badafi Foods
Telephone	(956) 323-2134	Telephone	(956) 215-7180
Email	r.hernandez9@lajoyaisd.net	Email	roy.villarreal@badafifoods.com
Project	Ann Richards Middle School Roof Renovations	Project	South Plant Re-Roofing
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Safety Manager			
Name of individual		Mariano Escobedo	
Years of experience as project manager		3-1/2	
Years of experience with this organization		3-1/2	
Number of similar projects as project manager		6	
Number of similar projects in other positions		10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		15%	December 2024
Badafi Foods Expansion		15%	Early January 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Rogelio Hernandez
Title/Position	Facilities Director	Title/Position	Coordinator for Facilities
Organization	ECISD	Organization	La Joya ISD
Telephone	(956) 289-3000 x-8062	Telephone	(956) 323-2134
Email	roberto.gomez2@ecisd.us	Email	r.hernandez9@lajoyaisd.net
Project	Elementary Schools Gym Renovations	Project	Ann Richards M.S. Roof Renovations
Candidate's role on project	Safety Coordinator	Candidate's role on project	Safety Coordinator
Quality Control Manager			
Name of individual		Guillermo Rodriguez	
Years of experience as project superintendent		+25	
Years of experience with this organization		+4	
Number of similar projects as project superintendent		+50	
Number of similar projects in other positions		+100	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		20%	December 2024
Badafi Foods Expansion		10%	Early January 2025
La Joya ISD Ann Richards Middle School		15%	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Rogelio Hernandez
Title/Position	Facilities Director	Title/Position	Coordinator for Facilities
Organization	ECISD	Organization	La Joya ISD
Telephone	(956) 289-3000 x-8062	Telephone	(956) 323-2134
Email	roberto.gomez2@ecisd.us	Email	r.hernandez9@lajoyaisd.net
Project	Elementary Schools Gym Renovations	Project	Ann Richards M.S. Roof Renovations
Candidate's role on project	Quality Manager	Candidate's role on project	Quality Manager

9.01 ATTACHEMENTS

A. N/A

B. HUB Certification

C. Safety Performance (Insurance Loss Report)

D. Financial reports provided upon request.

E. Completed Jobs (Spray Foam Roofs) Listings in support of paragraph 8.02

F. Key Individuals Resumes

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1821441463500**
Approval Date: **October 1, 2024**
Scheduled Expiration Date: **October 1, 2028**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SLR BUILDING CONTRACTORS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **October 1, 2024**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

SLR BUILDING CONTRACTORS, LLC
STEPHANIE L RENTERIA
5314 FALCON CREST LN
EDINBURG TX. 78542
ACCOUNT 5560546



POLICY	P	LOSS DESC	DOL	CLAIM NBR	CLAIMANT	COVEREGE TYPE	STATUS	PAID	RESERVES	EXPENSES	RECOVERY	TOTAL
BAP 5560546	00	Policy Period from 05/17/2019 to 05/16/2020										
Totals for Policy Period		Number of Claims				0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BAP 5560546	00	Policy Period from 05/17/2020 to 05/16/2021										
Totals for Policy Period		Number of Claims				0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BAP 5560546	00	Policy Period from 05/17/2021 to 05/16/2022										
Totals for Policy Period		Number of Claims				0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BAP 5560546	00	Policy Period from 05/17/2022 to 05/16/2023										
Totals for Policy Period		Number of Claims				0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BAP 5560546	00	Policy Period from 05/17/2023 to 05/16/2024										
Totals for Policy Period		Number of Claims				0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals for Policy		BAP 5560546		Number of Claims		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Report Totals				Number of Claims		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



JOB

REFERENCES (Spray Foam Roofing Jobs)

- UTPA Cafeteria -----29,500 square feet
- UTPA Ballroom -----5,400 square feet
- UTPA CAS Building -----48,000 square feet
- UTPA BUSA Building -----24,500 square feet
- UTPA SBS Building -----26,500 square feet
- UTPA Physical Plant -----75,000 square feet
- UTPA Lamar Building -----40,000 square feet
- UTPA Lamar Annex -----4,500 square feet
- UTPA Financial Service Building -----14,500 Square feet
- UTPA Administration Building -----13,500 Square feet
- UTPA Emilia Hall -----6,600 square feet
- UTPA Southwick Hall -----6,800 Square feet
- UTPA HPE1 -----28,500 Square feet
- UTPA HPE2 -----48,500 Square feet
- UTPA Academic Services Building -----37,500 square feet
- UTPA Engineering Building -----24,500 square feet
- UTPA Haggard Building -----135,500 Square feet
- UTPA Neurological Science Building -----4,500 square feet
- UTPA Auditorium -----10,500 square feet
- UTPA HSW -----27,000 square feet
- UTPA HSE -----16,000 square feet
- UTPA Cooling Plant -----10,500 square feet
- UTPA Bronc Village -----38,500 Square feet
- UTPA Library -----54,500 Square feet
- UTPA Contact Person: Alex Valdez 956-665-7105 (Chief Procurement Officer)
- Glick Twins In Pharr TX. -----12,500 Square feet
- Contact Person : Robert Glick 956-279-1352 (Owner)

- MAE Power Equipment -----9,000 Square feet
- Contact Person: Ben Cavazoz 956-605-5994 (Owner)

JOB REFERENCES

- Mission Regional Medical Center 3rd Floor roof -----30,000 square feet
- Mission Regional Medical Center 2nd Floor roof -----16,500 square feet
- Contact Person: Julian Cerventes (Director) 956-323-1201

- Pioneer Ag. & Nutrition Warehouse "B" -----8,000 Square feet
- Pioneer Ag. & Nutrition Warehouse "C" -----46,000 square feet
- Pioneer Ag. & Nutrition Main Office -----5,500 square feet
- Pioneer Ag. & Nutrition 15 Bulk Tanks -----14,500 square feet
- Pioneer Ag. & Nutrition 8 Holding Tanks -----7,500 square feet
- Contact Person: Roy Villarreal 956-330-5967 (Plant Director)

- Law Office of Robie (Roel) Flores -----3,800 square
- Contact Person: Robie Flores (Owner) 956-631-7189

- Desperado Harley Davidson Dealership in McAllen TX. -----48,000 square feet
- Contact Person: Chet Hatzhold (Service Manager) 956-458-4627

Gilbert Renteria, III

Project Role: Estimator/Project Manager

Urethane Consultant
Master Roof Installer
Certified Distributor

Gilbert is active in all phases of construction and involved in each project. He is responsible for all projects, client relations, site reviews and oversees all project managers and project superintendents.

One of the reasons SLR Building contractors is able to consistently complete projects on-time and in-budget quality projects is his hands-on approach. He makes regular site visits, meets with Owner's and Owners' representatives, and is able to expedite difficult orders or negotiate changes as needed.

With over a 24-year track record providing management, administrative support and construction experience, Gilbert is a valuable asset for all Owners, End-Users and their projects.

Experience:

2016 - Present Global Polymer Systems
Owner

Develop, manage and achieve objectives in the roofing and insulation industry, oversee vision and mission by setting and maintaining strategies to grow business revenue and profitability.

2012 - Present SLR Building Contractors
Project Executive/Project Manager/Estimator/Superintendent

Optimize site processes to ensure high team performance, outline site policies and safety procedures. Attend industry conferences and trade shows to learn new up and coming systems and networking with manufacturers.

2006 - Present South Texas Urethane
Owner

Provide strategic and operational leadership to improve operations. Effectively direct the performance of sales and marketing of urethane roofing and insulation systems through feedback and performance reviews.

2001 - Present Rio Grande Urethane Roofing Co.
Owner

Plan, execute and finalize roofing and insulation projects within budget and scope objectives. Identify, effectively communicate and resolve project issues or concerns.

Guillermo Rodriguez

Project Role: General Manager/ QA-QC Manager

EDUCATION

Instituto Tecnológico y de Estudios Superiores de Monterrey
December 1986 BS, Chemical Engineering Monterrey, N.L., Mexico

EXPERIENCE

Thirty plus years of experience working as a frontline administrator in the Maquiladora Industry, twenty-five of which have been in the areas of Resource Planning, Sourcing & Procurement, Material and Inventory control for a variety of industries including High-tech Electronics, Automotive components, Industrial Refractories, Lighting and Control. Employed with renowned transnational companies such as General Electric, Johnson Controls Inc. and Industrias Peñoles both in the U.S.A. and in Mexico.

March 2020 – Present

SLR Building Contractors, LLC

General Manager/QA-QC Manager

Edinburg, TX

- Primary duties include but not limited to managing day to day operations, purchasing, quality, safety, cost control and continuous improvement within the organization.
- Charged with revamping of current practices to develop, test and incorporate Standardized Operating Procedures throughout the organization and implement lean practices which will allow continuous growth and profitability.
- Report weekly P& L performance and necessary corrective actions
- Analyze & adjust man-power and personnel skill set requirements to meet company objectives. Establish Succession planning providing for coaching, mentoring & training to improve the knowledge base, satisfaction and culture change.
- Oversight of complete estimating and bidding process as well as the daily monitoring of multiple works in progress as well as cost accounting and invoicing.
- Oversight of procurement process and supplier selection.

March 2014 – February 2020 Paulmex International

Operations Manager

Edinburg, TX

- Responsible to evaluate, enhance, and develop policies, procedures, and best practices to support the Company's accelerated growth and continuous changes in regulations. Implemented performance metrics & visual management techniques driving continuous improvement activities and reducing costs.
- Implemented a new Safety program, Lean activities, & currently installing a TPM (preventative maintenance program)
- Primary duties included, but were not limited to, reviewing and updating engineering purchasing specifications for components and supplies and coordinating with field operations the Quality of bot materials and installations and complete adherence to specifications and at the same time applying Engineering expertise to manage, approve and implement changes as they occur to ensure that the correct materials and precise components were matched to specific customer end-use applications.
- Report weekly P& L performance and necessary corrective actions
- Analyze & adjust man-power and personnel skill set requirements to meet company objectives. Establish Succession planning providing for coaching, mentoring & training to improve the knowledge base, satisfaction and culture change.

- Developed & Implemented new inventory model yielding \$700K reduction in the first 20 months. Improved scheduling prioritization and forecasting practices. Improved delivery performance 78-96%, eliminated Customer Past due by more than \$100K and reduced Premium Freight by more than \$75K in the first ten months.

April 1995 – November 2013

Materials and Manufacturing Leader

Johnson Controls Inc.

Reynosa, Tamps., Mexico

- Responsible for implementing and driving the key operating rhythms and metrics for a \$300M operation providing cross-functional leadership throughout the organization. These metrics and indicators ensure the alignment and execution of the Operation Business Plans in the Reynosa-Pharr facilities.
- Also responsible for managing the engineering aspects of procurement and inventory of electronic and mechanical components for the manufacturing facilities in Texas and Mexico.
- Primary duties included, but were not limited to, reviewing and updating engineering purchasing specifications for components and supplies and coordinating with Manufacturing and Materials teams to modify manufacturing and engineering plans when changes occurred, apply engineering expertise to review and approve isometric drawings, dimensioning and metallurgy to ensure that the correct materials and precise components were matched to specific customer end-use applications.
- Also responsible for overseeing the transfer of Raw Materials from different Johnson Controls facilities, the assembly of individual customer orders and timely shipments of said orders while validating and updating forecasted sales to assure proper use of manufacturing capacities and material availability and resource utilization.

Stephanie L. Renteria

Project Role: President & Chief Operations Officer

Education:

B.B.A. Accounting, Business Honor Society, UTRGV

Experience:

March 2012 - Present SLR Building Contractors
President/COO

Stephanie is responsible for administering all construction contracts, including preparation of schedule of values, monthly billing, compliance reports and tracking change order issues.

Negotiating insurance coverage

Reviews closely with Project Executive to ensure cash flow is positive and subcontractors and suppliers are paid timely.

Responsible for all treasury and finance functions including accounts receivable and payable, payroll (including certified payrolls), and preparation of financial statements and other reports.

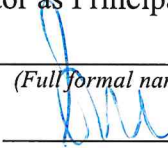
Reviewing subcontractors' contracts and applications for payment to ensure accuracy, completeness and compliance with SLR Building Contractors policies regarding insurance, workman's compensation, payroll reports and non-discrimination provisions.

April 2009 - March 2012 Rio Grande Urethane Roofing Co.
CFO

Track cash flow, financial planning, analyzing financial strengths, develop strategies and plan for future company growth.

Responsible for administering all roofing construction contracts, schedule of values, monthly billing, payroll and tracking all change orders.

PERFORMANCE BOND

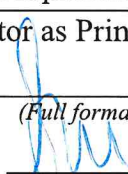
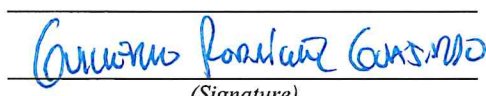
Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
PERFORMANCE BOND WILL BE PROVIDED UPON AWARD OF PROJECT	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal By: <u></u> <i>(Full formal name of Contractor)</i> Name: <u>Stephanie L Renteria</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest: <u></u> <i>(Signature)</i> Name: <u>GUILLERMO RODRIGUEZ GUZMAN</u> <i>(Printed or typed)</i> Title: <u>GENERAL MANAGER</u>	Surety By: _____ <i>(Full formal name of Surety) (corporate seal)</i> Name: _____ <i>(Signature)(Attach Power of Attorney)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
PAYMENT BOND WILL BE PROVIDED UPON AWARD OF PROJECT	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal <i>(Full formal name of Contractor)</i> By:  <i>(Signature)</i> Name: <u>Stephanie L Renteria</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest:  <i>(Signature)</i> Name: <u>Guillermo Rodriguez Contreras</u> <i>(Printed or typed)</i> Title: <u>GENERAL MANAGER</u> 	Surety <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:

- 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
☒ Yes ☐ No
2. If so, please provide you organizations **Unique Entity ID (UEI#)**: JL61GAMMMN54

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

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

What is the UEI?

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

How do I register with SAM?

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



CONFLICT OF INTEREST

DISCLOSURE

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

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

- * Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?



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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

11/25/2024

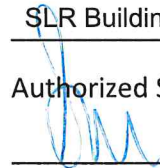
Company/Vendor Name:

SLR Building Contractors, LLC

Printed Name and Title:

Stephanie L Renteria - President

Authorized Signatory:



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

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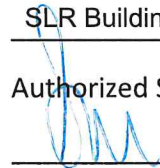
Company/Vendor Name:

SLR Building Contractors, LLC

Printed Name and Title:

Stephanie L Renteria - President

Authorized Signatory:



**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name:

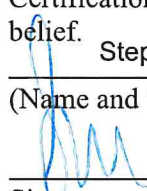
Address and Zip Code: SLR Building Contractors, LLC
1803 S Cesar Chavez Rd.
Edinburg, TX 78542

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

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

Stephanie L Renteria - President

(Name and Title of Signer – please type)


Signature

11/25/2024
Date

HUD 4238

**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: SLR Building Contractors, LLC PROJECT #: RFP# 2025-03

INSTRUCTIONS

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

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

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

WORK WILL BE SELF-PERFORMED BY SLR BUILDING CONTRACTORS, LLC

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☐ Yes ☐ No
2. Compliance reports were required to be completed in connection with such contract or subcontract.
☐ Yes ☐ No
3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.
☐ Yes ☐ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.
☐ Yes ☐ No

Stephanie L Renteria - President

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

11/25/2024

DATE

CLEAN AIR AND WATER CERTIFICATION

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

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;
2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and
3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official:  _____

Name of Contractor's Authorized Official: Stephanie L Renteria (SLR Building Contractors, LLC)

Title of Contractor's Authorized Official: President

Date: 11/25/2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

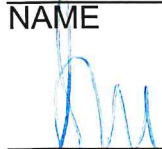
CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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

Stephanie L Renteria (SLR Building Contractors, LLC)

NAME


SIGNATURE

President

TITLE

11/25/2024

DATE

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	SLR Building Contractors, LLC		
Corporate Office Edinburg, Texas			
Name:	Stephanie L Renteria	Phone number:	956-383-8194
Title:	President	Email address:	s.renteria@slrbc.com
Business address of corporate office:		1803 S Cesar Chavez Rd	
		Edinburg, TX 78542	
Local Office Edinburg, Texas			
Name:	Stephanie L Renteria	Phone number:	956-383-8194
Title:	President	Email address:	s.renteria@slrbc.com
Business address of local office:		1803 S Cesar Chavez Rd	
		Edinburg, TX 78542	

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.	N/A		
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	05/04/2017	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

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

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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

Name:	Stephanie L Renteria	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ No Limit
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise	Texas Comptroller of Public Accounts	09/09/2020
☒ Minority Business Enterprise		
☒ Woman-Owned Business Enterprise	Texas Comptroller of Public Accounts	09/09/2020
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☒ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	09/09/2020
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Mariano Escobedo		
Safety Certifications			
Certification Name		Issuing Agency	Expiration
OSHA Construction Industry Safety		Carrer Safe	Jul 2027
OSHA Construction Construction Safety		IACET	Oct 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									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Texas Mutual Insurance Co.	0	0	0	0	0	0	0	0	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:	NGM Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	NH		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	55 West Street		
	Keene, NH 03431		

Physical Address (principal place of business):	55 West Street		
	Keene, NH 03431		
Phone (main):	(800) 225-5646	Phone (claims):	(800) 225-5646

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.):		McAfee Insurance Agency	
Insurance Provider		Type of Policy (Coverage Provided)	
Champlain Specialty Ins. Co.		Commercial Liability	
Progressive Companies		Automobile Liability	
Starstone National Ins. Co.		Umbrella	
Texas Mutual Insurance Co.		Worker's Compensation	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	P.O. Box 625		
	Mercedes Texas 78570		
Physical Address (principal place of business):	321 Second Street		
	Mercedes Texas 78570		
Phone (main):	(956) 565-2481	Phone (claims):	(956) 565-2481

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:	21
Estimate of revenue for the current year:	+\$12'000,000.00
Estimate of revenue for the previous year:	+\$13'000,000.00

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

Years of experience with projects like the proposed project:		More than 7 years	
As a general contractor:	☒	As a joint venturer:	☐
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			

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

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 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: SLR Building Contractors, LLC
(typed or printed name of organization)

By: 
(individual's signature)

Name: Stephanie L Renteria
(typed or printed)

Title: President
(typed or printed)

Date: 11/25/2024
(date signed)

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

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices: 1803 S Cesar Chavez Rd.
Edinburg, TX 78542

Designated Representative:

Name: Stephanie L Renteria
(typed or printed)

Title: President
(typed or printed)

Address: 1803 S Cesar Chavez Rd.
Edinburg, TX 78542

Phone: (956) 383-8194

Email: (956) 992-9771

Schedule A—Current Projects

Name of Organization	Edinburg Consolidated Independent School District				
Project Owner	Edinburg Consolidated Independent School District	Project Name	Elementary Schools Gym Renovations		
General Description of Project	Turn Key Additions to ten (10) Elementary School Gymnasiums in two different phases.				
Project Cost	Approximately \$7'900,000.00		Date Project	June 2023 to December 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Rodney De Leon	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Robert S Gomez	Facilities Director	ECISD	(956) 289-3000 x-8062	roberto.gomez2@ecisd.us
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect
Project Owner	La Joya Independent School District		Project Name	Ann Richards Middle School Roof Renovations	
General Description of Project	Re-Roofing of Campus Buildings Including Cafeteria and Gymnasium				
Project Cost	\$1'042,000.00		Date Project	March to December 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rogelio Hernandez	Coordinator for Facilities	La Joya ISD	(956) 323-2134	r.hernandez9@lajoyaisd.net
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect
Project Owner	BADAFI Foods		Project Name	BADAFI Expansion	
General Description of Project	Expansion of Cold Shipping Area with new roof and Concrete Floor				
Project Cost	\$395,000.00		Date Project	October 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com
Designer	In House Engineering				
Construction Manager	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badafifoods.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	City of Edinburg				
Project Owner	City of Edinburg		Project Name	Police Department and Municipal Court Re-Roof	
General Description of Project	Turn key Re-Roofing for Police Department and Municipal Court Buildings and Weatherproofing repairs.				
Project Cost	\$575,000.00		Date Project	April to September 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Rodney De Leon	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sergio Castro	GIS Manager	City of Edinburg		s.castro@cityofedinburg.com
Designer	City Engineering				
Construction Manager	Sergio Castro	GIS Manager	City of Edinburg		s.castro@cityofedinburg.com

Project Owner	La Joya ISD		Project Name	Henry B Gonzalez Elementary School	
General Description of Project	Henry B Gonzalez Re-Roofing and Interior Renovations				
Project Cost	\$1'240,000.00		Date Project	January to August 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Espiricueta	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rogelio Hernandez	Coordinator for Facilities	La Joya ISD	(956) 323-2134	r.hernandez9@lajoyaisd.net
Designer	CG5 Architects				
Construction Manager	Charlie Garcia	Architect	CG5	(956) 239-2438	charlie@cg5architect

Project Owner	BADAFL Foods		Project Name	South Plant Re-Roofing	
General Description of Project	Re-Roofing of Entire 150,000 sq. ft. facility in several stages				
Project Cost	+ \$1'600,000.00		Date Project	May 2023 to October 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gilbert Renteria	Joe Galvan	Mariano Escobedo	Guillermo Rodriguez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badaffoods.com
Designer	In House Engineering				
Construction Manager	Roy Villarreal	Facilities Director	Badafi Foods	(956) 215-7180	roy.villarreal@badaffoods.com

Schedule B—Previous Experience with Similar Projects

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

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

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

Schedule C—Key Individuals

Project Manager			
Name of individual		Gilbert Renteria	
Years of experience as project manager		20+ years	
Years of experience with this organization		20+ years	
Number of similar projects as project manager		Excess of 50	
Number of similar projects in other positions		Excess of 50	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		20 %	December 2024
La Joya ISD Ann Richards Middle School		25 %	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Roy Villarreal
Title/Position	Facilities Director	Title/Position	Facilities Director
Organization	ECISD	Organization	Badafi Foods
Telephone	(956) 289-3000 x-8062	Telephone	(956) 215-7180
Email	roberto.gomez2@ecisd.us	Email	roy.villarreal@badafifoods.com
Project	Elementary Schools Gym Renovations	Project	South Plant Re-Roofing
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent			
Name of individual		Joe Espiricueta	
Years of experience as project superintendent		4 years	
Years of experience with this organization		4 years	
Number of similar projects as project superintendent		8 projects	
Number of similar projects in other positions		+10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Badafi Expansion		85%	Early January 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Rogelio Hernandez	Name	Roy Villarreal
Title/Position	Coordinator for Facilities	Title/Position	Facilities Director
Organization	La Joya ISD	Organization	Badafi Foods
Telephone	(956) 323-2134	Telephone	(956) 215-7180
Email	r.hernandez9@lajoyaisd.net	Email	roy.villarreal@badafifoods.com
Project	Ann Richards Middle School Roof Renovations	Project	South Plant Re-Roofing
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Safety Manager			
Name of individual		Mariano Escobedo	
Years of experience as project manager		3-1/2	
Years of experience with this organization		3-1/2	
Number of similar projects as project manager		6	
Number of similar projects in other positions		10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		15%	December 2024
Badafi Foods Expansion		15%	Early January 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Rogelio Hernandez
Title/Position	Facilities Director	Title/Position	Coordinator for Facilities
Organization	ECISD	Organization	La Joya ISD
Telephone	(956) 289-3000 x-8062	Telephone	(956) 323-2134
Email	roberto.gomez2@ecisd.us	Email	r.hernandez9@lajoyaisd.net
Project	Elementary Schools Gym Renovations	Project	Ann Richards M.S. Roof Renovations
Candidate's role on project	Safety Coordinator	Candidate's role on project	Safety Coordinator
Quality Control Manager			
Name of individual		Guillermo Rodriguez	
Years of experience as project superintendent		+25	
Years of experience with this organization		+4	
Number of similar projects as project superintendent		+50	
Number of similar projects in other positions		+100	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
ECISD Gym Renovations		20%	December 2024
Badafi Foods Expansion		10%	Early January 2025
La Joya ISD Ann Richards Middle School		15%	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Robert S Gomez	Name	Rogelio Hernandez
Title/Position	Facilities Director	Title/Position	Coordinator for Facilities
Organization	ECISD	Organization	La Joya ISD
Telephone	(956) 289-3000 x-8062	Telephone	(956) 323-2134
Email	roberto.gomez2@ecisd.us	Email	r.hernandez9@lajoyaisd.net
Project	Elementary Schools Gym Renovations	Project	Ann Richards M.S. Roof Renovations
Candidate's role on project	Quality Manager	Candidate's role on project	Quality Manager

9.01 ATTACHEMENTS

A. N/A

B. HUB Certification

C. Safety Performance (Insurance Loss Report)

D. Financial reports provided upon request.

E. Completed Jobs (Spray Foam Roofs) Listings in support of paragraph 8.02

F. Key Individuals Resumes

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1821441463500**
Approval Date: **October 1, 2024**
Scheduled Expiration Date: **October 1, 2028**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SLR BUILDING CONTRACTORS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **October 1, 2024**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

SLR BUILDING CONTRACTORS, LLC
 STEPHANIE L RENTERIA
 5314 FALCON CREST LN
 EDINBURG TX. 78542
 ACCOUNT 5560546



POLICY	P	LOSS DESC	DOL	CLAIM NBR	CLAIMANT	COVERGE TYPE	STATUS	PAID	RESERVES	EXPENSES	RECOVERY	TOTAL
BAP 5560546	00	Policy Period from 05/17/2019 to 05/16/2020										
Totals for Policy Period				Number of Claims 0				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BAP 5560546	00	Policy Period from 05/17/2020 to 05/16/2021										
Totals for Policy Period				Number of Claims 0				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BAP 5560546	00	Policy Period from 05/17/2021 to 05/16/2022										
Totals for Policy Period				Number of Claims 0				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BAP 5560546	00	Policy Period from 05/17/2022 to 05/16/2023										
Totals for Policy Period				Number of Claims 0				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BAP 5560546	00	Policy Period from 05/17/2023 to 05/16/2024										
Totals for Policy Period				Number of Claims 0				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals for Policy		BAP 5560546		Number of Claims		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Report Totals				Number of Claims		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



JOB

REFERENCES (Spray Foam Roofing Jobs)

- UTPA Cafeteria -----29,500 square feet
- UTPA Ballroom -----5,400 square feet
- UTPA CAS Building -----48,000 square feet
- UTPA BUSA Building -----24,500 square feet
- UTPA SBS Building -----26,500 square feet
- UTPA Physical Plant -----75,000 square feet
- UTPA Lamar Building -----40,000 square feet
- UTPA Lamar Annex -----4,500 square feet
- UTPA Financial Service Building -----14,500 Square feet
- UTPA Administration Building -----13,500 Square feet
- UTPA Emilia Hall -----6,600 square feet
- UTPA Southwick Hall -----6,800 Square feet
- UTPA HPE1 -----28,500 Square feet
- UTPA HPE2 -----48,500 Square feet
- UTPA Academic Services Building -----37,500 square feet
- UTPA Engineering Building -----24,500 square feet
- UTPA Haggard Building -----135,500 Square feet
- UTPA Neurological Science Building -----4,500 square feet
- UTPA Auditorium -----10,500 square feet
- UTPA HSW -----27,000 square feet
- UTPA HSE -----16,000 square feet
- UTPA Cooling Plant -----10,500 square feet
- UTPA Bronc Village -----38,500 Square feet
- UTPA Library -----54,500 Square feet
- UTPA Contact Person: Alex Valdez 956-665-7105 (Chief Procurement Officer)
- Glick Twins In Pharr TX. -----12,500 Square feet
- Contact Person : Robert Glick 956-279-1352 (Owner)

- MAE Power Equipment -----9,000 Square feet
- Contact Person: Ben Cavazoz 956-605-5994 (Owner)

JOB REFERENCES

- Mission Regional Medical Center 3rd Floor roof -----30,000 square feet
- Mission Regional Medical Center 2nd Floor roof -----16,500 square feet
- Contact Person: Julian Cerventes (Director) 956-323-1201

- Pioneer Ag. & Nutrition Warehouse "B" -----8,000 Square feet
- Pioneer Ag. & Nutrition Warehouse "C" -----46,000 square feet
- Pioneer Ag. & Nutrition Main Office -----5,500 square feet
- Pioneer Ag. & Nutrition 15 Bulk Tanks -----14,500 square feet
- Pioneer Ag. & Nutrition 8 Holding Tanks -----7,500 square feet
- Contact Person: Roy Villarreal 956-330-5967 (Plant Director)

- Law Office of Robie (Roel) Flores -----3,800 square
- Contact Person: Robie Flores (Owner) 956-631-7189

- Desperado Harley Davidson Dealership in McAllen TX. -----48,000 square feet
- Contact Person: Chet Hatzhold (Service Manager) 956-458-4627

Gilbert Renteria, III

Project Role: Estimator/Project Manager

Urethane Consultant
Master Roof Installer
Certified Distributor

Gilbert is active in all phases of construction and involved in each project. He is responsible for all projects, client relations, site reviews and oversees all project managers and project superintendents.

One of the reasons SLR Building contractors is able to consistently complete projects on-time and in-budget quality projects is his hands-on approach. He makes regular site visits, meets with Owner's and Owners' representatives, and is able to expedite difficult orders or negotiate changes as needed.

With over a 24-year track record providing management, administrative support and construction experience, Gilbert is a valuable asset for all Owners, End-Users and their projects.

Experience:

2016 - Present Global Polymer Systems
Owner

Develop, manage and achieve objectives in the roofing and insulation industry, oversee vision and mission by setting and maintaining strategies to grow business revenue and profitability.

2012 - Present SLR Building Contractors
Project Executive/Project Manager/Estimator/Superintendent

Optimize site processes to ensure high team performance, outline site policies and safety procedures. Attend industry conferences and trade shows to learn new up and coming systems and networking with manufacturers.

2006 - Present South Texas Urethane
Owner

Provide strategic and operational leadership to improve operations. Effectively direct the performance of sales and marketing of urethane roofing and insulation systems through feedback and performance reviews.

2001 - Present Rio Grande Urethane Roofing Co.
Owner

Plan, execute and finalize roofing and insulation projects within budget and scope objectives. Identify, effectively communicate and resolve project issues or concerns.

Guillermo Rodriguez

Project Role: General Manager/ QA-QC Manager

EDUCATION

Instituto Tecnológico y de Estudios Superiores de Monterrey
December 1986 BS, Chemical Engineering Monterrey, N.L., Mexico

EXPERIENCE

Thirty plus years of experience working as a frontline administrator in the Maquiladora Industry, twenty-five of which have been in the areas of Resource Planning, Sourcing & Procurement, Material and Inventory control for a variety of industries including High-tech Electronics, Automotive components, Industrial Refractories, Lighting and Control. Employed with renowned transnational companies such as General Electric, Johnson Controls Inc. and Industrias Peñoles both in the U.S.A. and in Mexico.

March 2020 – Present

SLR Building Contractors, LLC

General Manager/QA-QC Manager

Edinburg, TX

- Primary duties include but not limited to managing day to day operations, purchasing, quality, safety, cost control and continuous improvement within the organization.
- Charged with revamping of current practices to develop, test and incorporate Standardized Operating Procedures throughout the organization and implement lean practices which will allow continuous growth and profitability.
- Report weekly P& L performance and necessary corrective actions
- Analyze & adjust man-power and personnel skill set requirements to meet company objectives. Establish Succession planning providing for coaching, mentoring & training to improve the knowledge base, satisfaction and culture change.
- Oversight of complete estimating and bidding process as well as the daily monitoring of multiple works in progress as well as cost accounting and invoicing.
- Oversight of procurement process and supplier selection.

March 2014 – February 2020 Paulmex International

Operations Manager

Edinburg, TX

- Responsible to evaluate, enhance, and develop policies, procedures, and best practices to support the Company's accelerated growth and continuous changes in regulations. Implemented performance metrics & visual management techniques driving continuous improvement activities and reducing costs.
- Implemented a new Safety program, Lean activities, & currently installing a TPM (preventative maintenance program)
- Primary duties included, but were not limited to, reviewing and updating engineering purchasing specifications for components and supplies and coordinating with field operations the Quality of bot materials and installations and complete adherence to specifications and at the same time applying Engineering expertise to manage, approve and implement changes as they occur to ensure that the correct materials and precise components were matched to specific customer end-use applications.
- Report weekly P& L performance and necessary corrective actions
- Analyze & adjust man-power and personnel skill set requirements to meet company objectives. Establish Succession planning providing for coaching, mentoring & training to improve the knowledge base, satisfaction and culture change.

- Developed & Implemented new inventory model yielding \$700K reduction in the first 20 months. Improved scheduling prioritization and forecasting practices. Improved delivery performance 78-96%, eliminated Customer Past due by more than \$100K and reduced Premium Freight by more than \$75K in the first ten months.

April 1995 – November 2013

Materials and Manufacturing Leader

Johnson Controls Inc.

Reynosa, Tamps., Mexico

- Responsible for implementing and driving the key operating rhythms and metrics for a \$300M operation providing cross-functional leadership throughout the organization. These metrics and indicators ensure the alignment and execution of the Operation Business Plans in the Reynosa-Pharr facilities.
- Also responsible for managing the engineering aspects of procurement and inventory of electronic and mechanical components for the manufacturing facilities in Texas and Mexico.
- Primary duties included, but were not limited to, reviewing and updating engineering purchasing specifications for components and supplies and coordinating with Manufacturing and Materials teams to modify manufacturing and engineering plans when changes occurred, apply engineering expertise to review and approve isometric drawings, dimensioning and metallurgy to ensure that the correct materials and precise components were matched to specific customer end-use applications.
- Also responsible for overseeing the transfer of Raw Materials from different Johnson Controls facilities, the assembly of individual customer orders and timely shipments of said orders while validating and updating forecasted sales to assure proper use of manufacturing capacities and material availability and resource utilization.

Stephanie L. Renteria

Project Role: President & Chief Operations Officer

Education:

B.B.A. Accounting, Business Honor Society, UTRGV

Experience:

March 2012 - Present **SLR Building Contractors**
President/COO

Stephanie is responsible for administering all construction contracts, including preparation of schedule of values, monthly billing, compliance reports and tracking changer order issues.

Negotiating insurance coverage

Reviews closely with Project Executive to ensure cash flow is positive and subcontractors and suppliers are paid timely.

Responsible for all treasury and finance functions including accounts receivable and payable, payroll (including certified payrolls), and preparation of financial statements and other reports.

Reviewing subcontractors' contracts and applications for payment to ensure accuracy, completeness and compliance with SLR Building Contractors policies regarding insurance, workman's compensation, payroll reports and non-discrimination provisions.

April 2009 - March 2012 **Rio Grande Urethane Roofing Co.**
CFO

Track cash flow, financial planning, analyzing financial strengths, develop strategies and plan for future company growth.

Responsible for administering all roofing construction contracts, schedule of values, monthly billing, payroll and tracking all change orders.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

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

Stephanie L Renteria, being the first duly sworn, deposes and says that:

1. He/she is President of SLR Building Contractors, LLC
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

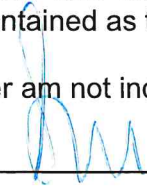
4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

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

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

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

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

Signature: 

Date: 11/25/2024

Title: President

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and **Selected Contractor** ("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: **Re-roof the existing Modified Bitumen (Mod. Bit) Roof System and Built-up Roof system over the City of Edinburg Municipal Auditorium with a Spray Polyurethane Foam System and Fluid Applied Elastomeric Roof Coating. Approximate area is 9,000 ft².**
- 1.02 Contractor is responsible for requesting any necessary permits from the City of Edinburg or other entities in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RFP No. 2025-003 Edinburg Municipal Auditorium Roof Repairs**

ENGINEER

- 3.01 The Owner has retained **City of Edinburg – Engineering Department staff** ("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.

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 **February 15, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **February 28, 2025**.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):

Milestones for this project will revert to substantial completion.

- 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 **\$200.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work (Base Bid)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Roof Repairs	LS	1	\$78,000.00	\$78,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$78,000.00

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) **\$78,000.00**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95** percent of the value of the Work completed (with the balance being retainage); and
- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

CONTRACT DOCUMENTS**7.01 Contents**

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the approved materials.
 6. Drawings (no drawings as this is a repairs project).
 7. Addenda (numbers **1** to **2**, inclusive).
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **December** _____, **2024** (which is the Effective Date of the Contract).

Owner:

City of Edinburg

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If City of Edinburg is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

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Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

- 43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
- 44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
- 45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 46. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
- 47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
- 48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

- E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker’s compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor’s liability policies) on each Subcontractor’s commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity

directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

- b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

- 5. *Weather-Related Delays*
 - a. All time delays encountered during the construction process caused by adverse weather conditions shall be determined utilizing the following methodology.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(5)	(4)	(4)	(4)	(5)	(5)	(5)	(8)	(6)	(5)	(5)

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse occurred in previous month), be calculated chronologically for the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the previous paragraph, above, the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the appropriate contract clause.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.02 Remove wording from Paragraph 5.02 A.2 “or otherwise resolve the claim by arbitration or other dispute resolution proceeding.”

5.03 *Subsurface and Physical Conditions*

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15** percent of the final Contract Price.

2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$100,000.00
Bodily injury by disease—aggregate	\$500,000.00
Employer's Liability	
Each accident	\$100,000.00
Each employee	\$100,000.00
Policy limit	\$500,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$500,000.00

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
 1. Products and completed operations coverage.

- a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$500,000.00
Products—Completed Operations Aggregate	\$100,000.00
Personal and Advertising Injury	\$250,000.00
Bodily Injury and Property Damage—Each Occurrence	\$500,000.00

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$100,000.00
Each Accident	\$500,000.00
Property Damage	
Each Accident	\$100,000.00
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000.00

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$250,000.00
General Aggregate	\$500,000.00

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **\$500,000.00** after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$100,000.00
General Aggregate	\$100,000.00

- N. *Contractor's Professional Liability Insurance*: If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$500,000.00
Annual Aggregate	\$1,000,000.00

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **Monday-Friday 8:00 am to 5:00 pm.**
2. Owner's legal holidays are **Federal recognized holidays.**

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.13 Safety and Protection

SC-7.13 Insert the following at the end of the last sentence of Paragraph 7.13.F:

"with at least a 48-hour notice."

SC-7.18 Delete the following from Paragraph 7.18.A:

"or arbitration"

ARTICLE 8—OTHER WORK AT THE SITE

8.03 Legal Relationships

- SC-8.03 Delete the following from Paragraph 8.03.C:
- “or otherwise resolve the claim by arbitration or other dispute resolution proceeding”

ARTICLE 9—OWNER’S RESPONSIBILITIES

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests*: Review Applications for Payment with Contractor.
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work

provisions of this Contract is the most current edition of **Rental Rate Blue Book for Construction Equipment**.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to **5** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **15** percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. A. At any time and without cause, Owner may suspend the Work or any portion thereof by giving written notice to Contractor and Engineer. Contractor shall resume the Work when

directed to do so by the City. Contractor shall not be entitled to an adjustment in the Contract Price. Contractor may be entitled to an extension of the Contract Times as a result of any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date of resumption of Work. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of suspension of Services. If only a portion of the Work is suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to satisfy milestones, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If Owner determines in its sole discretion that any one or more of the events identified in Paragraph 16.02.A occur, Owner shall have the right, upon written notice, to terminate this Agreement immediately. Owner may enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.
- E. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds any unpaid balance to Contractor, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under

any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

This Section is deleted in its entirety.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. Arbitration as a dispute resolution is deleted in its entirety in the Contract Documents and General Conditions. All matters subject to final resolution under this Article shall be filed in a Court of competent jurisdiction in Hidalgo County, Texas.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article and filed by the Owner, the Owner shall be entitled to an award of its reasonable attorneys' fees and costs incurred through the claim and litigation process.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article



CONFLICT OF INTEREST

DISCLOSURE

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

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

- * Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

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

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

11/25/2024

Company/Vendor Name:

SLR Building Contractors, LLC

Printed Name and Title:

Stephanie L Renteria - President

Authorized Signatory:



**ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS
REQUIREMENTS**
ASSURANCE OF COMPLIANCE WITH TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as “the Recipient”) must ensure that any contract or sub-award (hereinafter referred to as “the contractor”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. The Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.
3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.
6. The Contractor and Contractor’s successors, transferees and assignees for the period in

which such assistance is provided. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



SLR BUILDING CONTRACTORS, LLC

Unique Entity ID JL61GAMMMN54	CAGE / NCAGE 7WYX7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Sep 16, 2025	
Physical Address 5314 Falcon Crest LN Edinburg, Texas 78542-2718 United States	Mailing Address 5314 Falcon Crest LN Edinburg, Texas 78542-2718 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 15	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Sep 18, 2024	Submission Date Sep 16, 2024	Initial Registration Date Jul 12, 2017
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Entity Dates

Entity Start Date May 4, 2017	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Minority-Owned Business

Self Certified Small Disadvantaged Business

Women-Owned Small Business

Women-Owned Business

Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

7WYX7

Points of Contact

Electronic Business

Stephanie L Renteria, President

1803 S. Cesar Chavez RD.
Edinburg, Texas 78542
United States

Government Business

Stephanie L Renteria, President

1803 S. Cesar Chavez RD.
Edinburg, Texas 78542
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	238160	Roofing Contractors
	236210	Industrial Building Construction
	236220	Commercial And Institutional Building Construction
	333415	Air-Conditioning And Warm Air Heating Equipment And Commercial And Industrial Refrigeration Equipment Manufacturing
	621493	Freestanding Ambulatory Surgical And Emergency Centers

Product and Service Codes

PSC	PSC Name
5650	Roofing And Siding Materials
Y1AZ	Construction Of Other Administrative Facilities And Service Buildings
Y1BB	Construction Of Air Traffic Control Training Facilities
Y1BD	Construction Of Airport Runways And Taxiways
Y1BG	Construction Of Electronic And Communications Facilities
Y1BZ	Construction Of Other Airfield Structures
Y1CA	Construction Of Schools
Y1CZ	Construction Of Other Educational Buildings
Y1DA	Construction Of Hospitals And Infirmaries
Y1DB	Construction Of Laboratories And Clinics
Y1DZ	Construction Of Other Hospital Buildings
Y1EA	Construction Of Ammunition Facilities
Y1EB	Construction Of Maintenance Buildings
Y1EZ	Construction Of Other Industrial Buildings

Y1FA	Construction Of Family Housing Facilities
Y1FB	Construction Of Recreational Buildings
Y1FC	Construction Of Troop Housing Facilities
Y1FD	Construction Of Dining Facilities
Y1FE	Construction Of Religious Facilities
Y1FF	Construction Of Penal Facilities
Y1FZ	Construction Of Other Residential Buildings
Y1GA	Construction Of Ammunition Storage Buildings
Y1GB	Construction Of Food Or Grain Storage Buildings
Y1GC	Construction Of Fuel Storage Buildings
Y1GD	Construction Of Open Storage Facilities
Y1GZ	Construction Of Other Warehouse Buildings
Y1JB	Construction Of Testing And Measurement Buildings
Y1JZ	Construction Of Miscellaneous Buildings
Y1LZ	Construction Of Parking Facilities

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$20,000,000.00
Service Aggregate	\$10,000,000.00
Service Per Contract	\$1,000,000.00
Construction Per Contract	\$5,000,000.00

States	Counties	Metropolitan Statistical Areas
Texas	TX: Starr, Hidalgo, Cameron	TX: McAllen-Edinburg-Mission, Brownsville-Harlingen-San Benito



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

RESOLUTIONS

Agenda Item No: 10.A.

AFA Cano Street and Veterans Boulevard Trail Improvements Project

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Execute the Advance Funding Agreement for the Fiscal Year 2023-2024 Transportation Alternatives Set-Aside (TASA) Program-Active Transportation Network Enhancements Grant-Cano Street and Veterans Boulevard Trail Improvements Project. [Mardoqueo Hinojosa, P.E., CFM, CMP. City Engineer]

2. Description:

On May 16, 2023, the Edinburg City Council approved authorizing city staff to submit a grant application to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO), under the Fiscal Year 2023 Transportation Alternatives Set-Aside (TASA) Program - Transportation Alternatives Grant for Texas Department of Transportation funding.

The Cano Street & Veterans Boulevard Trail Improvements Project proposes installing an 8-ft wide concrete sidewalk trail with ADA ramps along Cano Street and Veterans Boulevard (approximately 1.75 miles). The project will provide safe and accessible pedestrian infrastructure that ensures pedestrian safety along Cano Street and Veterans Boulevard, particularly in areas with high pedestrian activity such as schools, parks, and residential areas.

The new sidewalk will also include ADA-compliant features such as curb ramps and detectable warning surfaces to ensure accessibility for all individuals, including those with disabilities. The project will promote walking as a viable transportation option by creating a continuous and accessible sidewalk network that encourages pedestrians to walk for transportation, recreation, and health benefits. The addition of a dedicated pedestrian route will also help reduce the reliance on cars and promote active transportation.

The Advance Funding Agreement with the Texas Department of Transportation is to fund the project at a 80% with 20% Local Government match. The allocated amount for the improvements is \$1,107,531.40. The City of Edinburg will be responsible for approximately \$105,616 and any project cost overruns. This amount includes Economic Distressed Communities reduction and TxDOT oversight costs.

3. Staff's Recommendation:

Resolution Authorizing the City Manager to Execute the Advance Funding Agreement for the Fiscal Year 2023-2024 Transportation Alternatives Set-Aside (TASA) Program-Active Transportation Network Enhancements Grant-Cano Street and Veterans Boulevard Trail Improvements Project.

Reviewed by:

Tomas Reyna, Assistant City Manager

Final Approval - 12/13/2024

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

- A. FY 2023 RGVMPO TASA Grant Resolution for AFA
- B. Draft AFA
- C. Location Map

RESOLUTION NO.

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS
COUNTY OF HIDALGO	§	DEPARTMENT OF TRANSPORTATION FOR THE CSJ 0921-02-533 CANO STREET & VETERANS BLVD TRAIL AND EXECUTE DOCUMENTS RELATING
CITY OF EDINBURG	§	THERE TO.

WHEREAS, on August 16, 2023, via Minute Order [116522](#), the Texas Transportation Commission authorized [Cano St. & Veterans Blvd. Trail Improvements](#) project (the “Project”) to receive [funding for TASA projects in the TASA Program Call of the Rio Grande Valley MPO](#) for project [Preliminary Engineering, Environmental, Construction](#) and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the [City of Edinburg](#) commits to provide the match. The local match is comprised of cash or [City Funds](#); and

WHEREAS, the [City of Edinburg](#) is responsible for all nonreimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of [City of Edinburg](#) desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE [CITY OF EDINBURG](#) THAT the CITY MANAGER is authorized to enter into an AFA with TxDOT for this Project.

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City’s authorized official, to execute an Advanced Funding Agreement with TxDOT for the CSJ: 0921-02-533 Cano St & Veterans Blvd Trail and accept, alter, terminate and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the ____th day of December 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine R. Solis
City Attorney

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-533	AFA ID	Z00009263	CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	PHR-21	Code Chart 64#	12950		
Project Name		Cano St. & Veterans Blvd Trail Improvements		AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Edinburg (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Cano St. & Veterans Blvd Trail Improvements (Project), and

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-533	AFA ID	Z00009263	CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	PHR-21	Code Chart 64#	12950		
Project Name		Cano St. & Veterans Blvd Trail Improvements		AFA Not Used For Research & Development	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116522 (MO) dated August 16, 2023 awarding funding for TASA projects in the TASA Program Call of the Rio Grande Valley MPO, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of installing an 8-ft wide concrete sidewalk trail with ADA ramps along Cano Street from 13th Ave to Veterans to on Veterans Boulevard to .4 mi N of Canton Road (approx. 1.75 mi.), providing safe, accessible pedestrian infrastructure that expands connectivity and ensures safety in areas with high pedestrian activity such as schools, parks and residential areas.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

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individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the

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subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;
- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

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2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

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Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services**

- A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for

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Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

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- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any

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displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.
- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement

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between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Edinburg ATTN: Mayor 415 W. University Dr. Edinburg, Texas 78539	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: District Engineer
600 W IH-2
Pharr. Texas

All invoicing, payment, and project inquiries must include the following information:

County: Hidalgo County
Local Government: City of Edinburg
CSJ No.: 0921-02-533
Project Name: Cano St. & Veterans Trail Improvements
Highway or Roadway: Cano Street

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This

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requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

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- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or

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services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged BusinessEnterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification. If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.
 - c.

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31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

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ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
			%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST		\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering		\$19,200	0%	\$0	0%	\$0	100%	\$19,200
Environmental Cost		\$22,560	0%	\$0	0%	\$0	100%	\$22,560
Right of Way		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$1,107,531							
Construction Engineering Cost	\$							
Eligible In-Kind Contribution Value	\$							
Total Construction Value (sum of construction cost and in-kind value)								
Work by LG Subtotal		\$1,149,291	\$886,025		\$197,140		\$66,126	
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹		\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³		\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$	\$0	0%	\$0	0%	\$0	0%	\$0

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Eligible In-Kind Contribution Value	\$						
Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal		\$0	\$0	\$0	\$0		
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$2,506	0%	\$0	0%	\$0	100%	\$2,506
Environmental Cost ¹	\$2,506	0%	\$0	0%	\$0	100%	\$2,506
Right of Way ¹	\$626	0%	\$0	0%	\$0	100%	\$626
Utilities ¹	\$626	0%	\$0	0%	\$0	100%	\$626
Construction ²	\$33,226	0%	\$0	0%	\$0	100%	\$33,226
Direct State Costs Subtotal	\$39,490	0%	\$0	0%	\$0	100%	\$39,490
Indirect State Cost	\$52,867		\$0	100%	\$52,867		\$0
TOTAL PARTICIPATION	\$1,241,648		\$886,025		\$250,007		\$105,616
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$0

- The estimated total participation by Local Government is \$105,616.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$39,490.
- ¹Local Government's first payment of \$6,264 is due to State within 30 days from execution of this contract.

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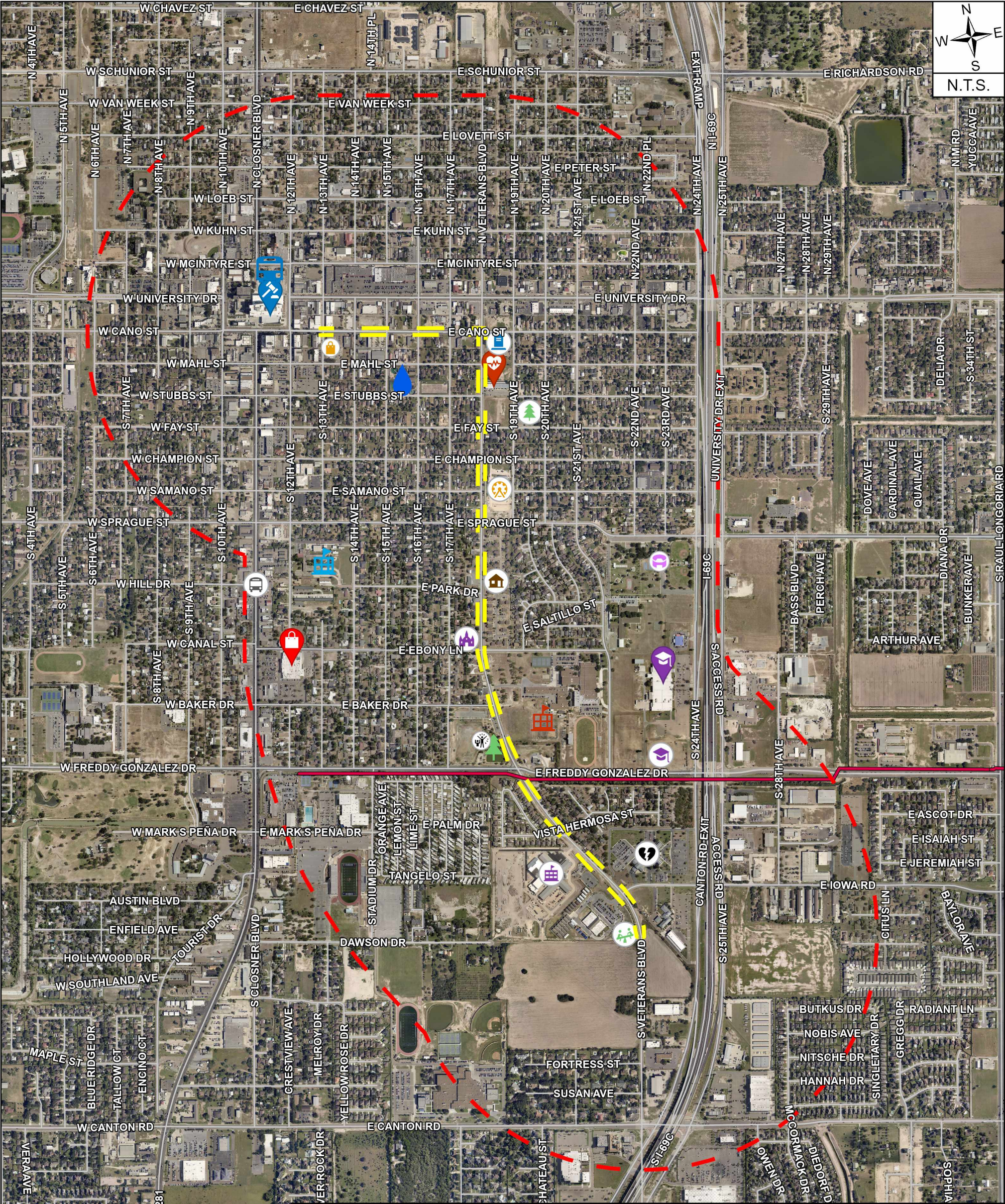
- ² Local Government's second payment of \$33,226 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³ If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$886,025.

DRAFT

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**ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT**

DRAFT



Legend:

- SITE LOCATION
- SITE BUFFER OF 0.5 mi.
- HIDALGO COUNTY COURTHOUSE
- EDINBURG DOWNTOWN WATER TREATMENT PLANT
- BARRIENTES MIDDLE SCHOOL
- JEFFERSON ELEMENTARY SCHOOL
- VANGUARD ACADEMY BEETHOVEN SCHOOL
- FREDDY GONZALEZ MEMORIAL PARK
- FREDDY GONZALEZ SPLASH PAD
- EL TULE ACTIVITY CENTER
- BEETHOVEN ALL - INCLUSIVE PARK
- JAYCEE PARK & RECREATION FACILITY
- UTRGV CESS BUILDING
- MEMORIAL PARK
- UTRGV ECISD Collegiate High
- VAUGHN FUNERAL HOME
- VIVIENDAS MANUEL L. RAMIREZ HOUSING AUTHORITY NAME
- DAVITA DIALYSIS
- SALON DEL REINO DE LOS TESTIGOS DE JEHOVA
- H-E-B
- GENOA HEALTHCARE
- DOLLAR GENERAL STORE
- VALLEY METRO ROUTES 10 14 15 16
- VALLEY METRO ROUTES 17

Legend:

- SITE LOCATION
- SITE BUFFER OF 0.5 mi.
- HIDALGO COUNTY COURTHOUSE
- EDINBURG DOWNTOWN WATER TREATMENT PLANT
- BARRIENTES MIDDLE SCHOOL
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- GENOA HEALTHCARE
- DOLLAR GENERAL STORE
- VALLEY METRO ROUTES 10 14 15 16
- VALLEY METRO ROUTES 17



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

RESOLUTIONS

Agenda Item No: 10.B.

Fiscal Year 2024 Assistance to Firefighters Grant (AFG) Program

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security Under the Fiscal Year 2024 Assistance to Firefighters Grant (AFG) Program and Execute Grant Documents Related Thereto. [Omar Garza, Fire Chief]

2. Description:

On November 12, 2024, the U.S. Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) announced the solicitation of grant applications for its Fiscal Year 2024 Assistance to Firefighters Grant (AFG) Program. This program funds critically needed resources to equip and train emergency personnel, enhance efficiencies and support community resilience. This grant application will aid the Edinburg Fire Department in the purchase and installation of two (2) fire sprinkler systems for the Central Station located at 212 West McIntyre Street and Fire Station 3 located at 1221 East University Drive. The grant request is approximately \$135,000 with a required 10% match of approximately \$15,000 for a total project cost of approximately \$150,000.

Procurement will adhere to federal guidelines and City policy.

The deadline for the grant application is Friday, December 20, 2024. Awards will be made beginning on approximately April 30, 2025 on a rolling basis until all funds have been awarded and will finish no later than September 30, 2025. The period of performance for projects selected for funding will be 24 months.

If not authorized to submit this grant application, the City will miss an opportunity to maximize grant funding and alleviate budget expenditures for the purchase and installation of two (2) fire sprinkler systems at the Central Station and Fire Station 3.

3. Staff's Recommendation:

Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security Under the Fiscal Year 2024 Assistance to Firefighters Grant (AFG) Program and Execute Grant Documents Related Thereto.

Reviewed by:

Omar Garza, Fire Chief

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

A. FY 2024 AFG Resolution

RESOLUTION NO. ____

**THE STATE OF TEXAS § RESOLUTION AUTHORIZING THE CITY
MANAGER TO SUBMIT A GRANT APPLICATION
TO THE FEDERAL EMERGENCY MANAGEMENT
COUNTY OF HIDALGO § AGENCY (FEMA), U.S. DEPARTMENT OF
HOMELAND SECURITY UNDER THE FISCAL YEAR
2024 ASSISTANCE TO FIREFIGHTERS GRANT
CITY OF EDINBURG § (AFG) PROGRAM AND TO EXECUTE ALL GRANT
DOCUMENTS RELATING THERETO.**

WHEREAS, the Federal Emergency Management Agency (FEMA) is soliciting grant applications to provide funding for critically needed resources to equip and train emergency personnel, enhance efficiencies and support community resilience; and,

WHEREAS, the City of Edinburg finds it is in the best interest of the residents to submit a grant application to the FEMA, U.S. Department of Homeland Security's Fiscal Year 2024 Assistance to Firefighters Grant (AFG) Program, with a 10% local match required; 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 Federal Emergency Management Agency funds, the City of Edinburg assures that the funds will be returned to the Federal Emergency Management Agency in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate, and execute any and all documents related to the grant on behalf of the City.

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

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the FEMA, U.S. Department of Homeland Security's Fiscal Year 2024 Assistance to Firefighters Grant (AFG) Program, and accept, reject, alter, or terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its

parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.04, on the 17th day of December, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

CONTRACTUALS

Agenda Item No: 11.A.

MOU Regarding Inter-Department Agreement for the Obligation of ARPA Funds

1. **Agenda Item:**

Consider Authorizing the City Manager to Enter Into an Inter-Department Agreement for the Obligation of the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) for an Amount Not to Exceed \$158,143.60 and Execute Any Documents Related Thereto. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. The City of Edinburg has received a total of \$27,132,536 in two separate allocations in September 2021 and August 2022, both in the amount of \$13,566,268.

SLFRF recipients must obligate all funds by December 31, 2024, and must expend all funds by December 31, 2026. The US Treasury has clarified that a recipient may enter into an inter-department agreement, including a memorandum of understanding, between departments and agencies within a recipient's government and treat those funds as obligated for purposes of SLFRF if the inter-department agreement meets certain conditions. The Improving Community, Health and Resilience through the Arts Project has approximately \$158,143.60 in unobligated funds. The proposed Inter-Department Agreement between the Library and Cultural Arts Department and the City Manager will meet the US Treasury's requirement to obligate funds by the December 31, 2024 deadline.

3. **Staff's Recommendation:**

Approve Authorizing the City Manager to Enter Into an Inter-Department Agreement for the Obligation of the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) for an Amount Not to Exceed \$158,143.60 and Execute Any Documents Related Thereto.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Claudia Farias, Director of
Grants Administration

Attachments:

A. ARPA.Inter-Department MOU.Library and Cultural Arts Final 12.17.2024

MEMORANDUM OF UNDERSTANDING
REGARDING INTER-DEPARTMENT AGREEMENT FOR
THE OBLIGATION OF SLFRF FUNDS

This MEMORANDUM OF UNDERSTANDING REGARDING OBLIGATION OF SLFRF FUNDS (“MOU”) is entered into as of the 17th day of December, 2024 by and between the **CITY OF EDINBURG, TEXAS, by and through their City Council/City Manager** (“Local Government”) and the City Department of **LIBRARY AND CULTURAL ARTS** (“Department”) as follows:

WHEREAS, The Local Government is the recipient of State and Local Fiscal Recovery Funds (SLFRF) pursuant to the terms and conditions of the agreement entered into by the Department of the Treasury (“Treasury”) and the Local Government, which incorporates the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements the SLFRF program; and

WHEREAS, The Local Government is authorized to provide funds to units of local government and others, and/or each Department, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, the Local Government seeks to allocate ARPA funding to the Department in order to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community,(the “Project(s)”); and

WHEREAS, Local Government and Department desire to enter into this MOU as an Inter-Department agreement setting forth their respective responsibilities under the Project(s) for the benefit of the local community; and

WHEREAS, recipients may obligate funds pursuant to an Inter-Department agreement, including an agreement in the form of an MOU, if the agreement satisfies certain conditions identified in the Department of Treasury’s published guidance, Section 17 SLFRF FAQ 17.6; and

WHEREAS, through this MOU entered into pursuant to the Obligation IFR, the Local Government desires to and hereby formally and legally obligates the funds.

Now therefore in consideration of the recitals and agreements contained herein, and funding allocated in an amount not to exceed

One Hundred Fifty-Eight Thousand, One Hundred Forty-three Dollars and Sixty Cents (\$158,143.60) as herein below set forth, the Parties agree as follows: Local Government and Department agree as follows:

1. Purpose:

The SLFRF funds are available to fight the pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital public services, even among declines in revenue; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity, including emergency relief from natural disasters, building critical transportation infrastructure, and supporting community development.

2. Terms of the Agreement:

A. Local Government Responsibilities

The Local Government is responsible for administration of the SLFRF funds received, and ensuring SLFRF funds are used in accordance with all program requirements and its SLFRF agreement with Treasury referenced above. The Local Government will provide such assistance and guidance to the Department as may be required to accomplish the objectives and conditions set forth in this MOU.

B. Department Responsibilities

- i. The Department will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of principally benefiting the local community by carrying out an eligible use of SLFRF funds (the “Project(s)”).
- ii. The Department shall comply with all federal, state, local, and ARPA/SLRF procurement policies, as applicable, including but not limited to: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; The Federal Register; The U.S. Department of the Treasury ARPA publications and other guidance.
- iii. The Department will periodically meet with the Local Government to review the status of these tasks and to demonstrate compliance with SLFRF requirements.

The Department shall reclassify obligated funds that are not expended on an original principle task to another principle task or Local Government Project(s) that is eligible under the SLFRF program rules and was obligated by December 31, 2024, to expend funds on said activity.

- iv. The Department shall see that all reporting and recordkeeping requirements and Project(s) compliance with SLFRF program requirements are met.
- v. The Department agrees to provide supporting documentation and corresponding records as requested by the U.S. Department of the Treasury and Local Government’s Office to meet any reporting deadlines. The Department shall adhere to the instructions and format, including specific forms required by the Local Government and the U.S. Department of Treasury for the ARPA funding.

Project(s) Tasks/Scope of Work:

Improving Community Health & Resilience through the Arts

Project Tasks

Remaining budget in the amount of \$158,143.60 will be used to fund community health and wellness initiatives, including artist murals, contracts for instructors providing Art & Wellness Initiative classes and roof renovation at the Edinburg Municipal Auditorium.

Background

The City of Edinburg and its residents faced a wide range of challenges during the COVID-19 pandemic. As the community emerged from the pandemic, the City continues to provide pathways for healing and belonging to be restored. We must also find pathways for displaced workers to reenter the workforce. This project will build the infrastructure within Edinburg to support community health, address mental health disparities, social cohesion, and define community wellness through a broadened artistic workforce and sustainable arts programming. The City's goal is to help Edinburg residents experience healing through the celebration of and participation in local arts and cultural vibrancy, leading to reduction in mental health disparities and increased access to existing health resources, and to expand the arts workforce in Edinburg.

The City will offer classes for participants of the program that include music, dance, and theater to reduce stress, improve mental health and enhance emotional well-being. These classes will take place at the Edinburg Municipal Auditorium. As part of the Art and Wellness Initiative, these classes will be provided at the Edinburg Municipal Auditorium, some of the allotted money will be used to renovate the venue to create a hub for cultural and artistic activities that can bring people together thus fostering a sense of belonging and social cohesion while preserving a century-old auditorium rooted in the historical and cultural fiber of our community.

3. Conditions for Receipt of Funds: Allocated SLFRF funds will be obligated by the Department upon execution of this Agreement to perform the Project(s) Tasks/Scope of Work and Deliverables.
4. Time of Performance: The effective date of this MOU will be the date the parties sign and complete execution of this MOU ("Effective Date") and will be in effect for the time period during which the Local Government remains in control of SLFRF funds and the Department completes the Project(s) Tasks, provided however, all SLFRF funds must be obligated no later than December 31, 2024 and the Project(s) Tasks must be completed, and funding must be fully expended no later than December 31, 2026.

5. Audits: The Department shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the Local Government, State, or Federal agencies may deem necessary, there shall be made available to the government Department for examination, the Department's records with respect to matters covered by this Agreement. The Department shall permit the Local Government, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.
6. Compliance with Laws: The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the Department shall constitute a material breach of this Agreement and shall entitle Local Government to terminate this Agreement immediately upon delivery of written notice of termination to the Department.
7. Incorporation: As applicable, any recitals and/or exhibits attached hereto are hereby incorporated as part of this Agreement, and Project(s) Scope of Work and Deliverables.
8. Amendment: The parties may amend this agreement, if necessary, to meet additional Treasury requirements or clarify any matter that prevents this Agreement from being treated as an obligation of funds, provided that such amendment(s) make specific reference to this MOU and are executed in writing. Amendment(s) shall not invalidate this MOU, nor relieve or release either Party from its obligations under this MOU. Amendment(s) must comply with guidance published in Treasury's Interim Final Rule or FAQ 17.6, and any additional further guidance from Treasury. Each party to this agreement shall have a representative.
9. Additional Documents: The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this MOU.
10. MOU Representatives: Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Local Government:

Name of Representative:	Myra L. Ayala
Title:	City Manager
Mailing Address:	415 W. University Drive
City, State and Zip Code:	Edinburg, TX, 78539
Telephone Number:	(956) 388-8207
E-mail Address:	coeegrants@cityofedinburg.com

B. Department:

Name of Representative: Leticia Leija
Title: Director of Library and Cultural Arts
Mailing Address: 1906 South Closner Blvd.
City, State and Zip Code: Edinburg, TX, 78539
Telephone Number: (956) 383-6246
E-mail Address: letty@edinburglibrary.us

11. Budget :

The Local Government will pass through to the Department no more than **\$158,143.60** in SLFRF funds for obligated incurred costs and expenses for Project Completions.

Budgeted Amount

ARPA CAT 1 Account 911-9500-591415
Total Budgeted Amount for Project - \$600,000

IN WITNESS WHEREOF, the Local Government and the Department have executed this MOU as of the date written above.

Local Government: **City of Edinburg, Texas**

By: _____

Title: City Manager

Department: **Library and Cultural Arts**

By: _____

Title: Director of Library and Cultural Arts



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

CONTRACTUALS

Agenda Item No: 11.B.

Authority to Utilize the Design-Build Procurement Method

1. Agenda Item:

Consider Authorizing the City Manager or Her Designee the Authority to Utilize the Design-build Procurement Method as Authorized by Subchapter G, Chapter 2269 of the Texas Government Code when it is Determined that the Specific Project Meets the Requirements as set Forth in the LGC and the City finds it is the Best Project Delivery Method that Provides the Best Value to the City. [Josephine Ramirez Solis, City Attorney]

2. Description:

State law governs the construction procurement methods allowed for municipalities. Texas Government Code Chapter 2269 allows for the use of alternative procurement methodologies when the City determines that the alternative method of procurement will provide the best value to the municipality. See LGC Section 2269.056. Projects eligible for procurement by design-build method will include the construction, rehabilitation, alteration or repair of a facility as defined by Sections 2269.301; 2269.302.

3. Staff's Recommendation:

Staff is seeking the council's authority to utilize the alternative method of procurement (design-build) when a determination is made that the specific project presented meets the requirements of Chapter 252 Texas Local Government Code in conjunction with Chapter 2269 of the Government Code. This determination shall be made prior to advertising and solicitation of an award for a construction contract under the applicable terms and criteria.

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

BUDGET

Agenda Item No: 12.A.

Fiscal Year 2023-2024 Budget Transfers

1. Agenda Item:

Consider Approving the Fiscal Year 2023-2024 Budget Transfers Between Categories for the General Fund, Utility Fund, Airport Fund, Ebony Hills Golf Course Fund, Solid Waste Management Fund, and Hotel Occupancy Tax Fund as Required to Finalize Fiscal Year 2023-2024. [Ascencion Alonzo, Director of Finance]

2. Description:

The Finance Department is presenting the budget transfers between categories required to finalize Fiscal Year 2023-2024.

General Fund

General Fund: FROM Printing; Salaries; Longevity; Overtime; Group Insurance; Workers Compensation Insurance; Professional Services; Communications Service Agreements; Rents & Contractuals; Motor Vehicles- Maintenance; Streets and Alleys; Motor Vehicles-Supplies; Machines & Equipment; and Part-Time Wages TO Group Insurance; Utilities; Machines & Equipment; Communications Service Agreement; Utilities; Rents & Contractuals; Motor Vehicles-Maintenance; Tools; Janitorial; Office Supplies; Marketing and Advertising; Wearing Apparel; Recreation & Education; Motor Vehicle Fuel; Chemicals-Medical & Lab; Office Furniture; and Overtime, in the Amount of \$480,680. [Ascencion Alonzo, Director of Finance]

Utility Fund

Utility Fund: FROM Office Supplies; Professional Services; Travel, Training, Meetings; Other Capital Outlay; Rents & Contractuals; Wearing Apparel; Motor Vehicle Fuel; Chemicals-Medical & Lab; Machines & Equipment; Professional Services; Communications Service Agreements; Office Maintenance & Contractual-IT; Water Distribution System; Tools; Motor Vehicle Fuel; Streets and Alleys; Motor Vehicles-Supplies; Credit Card Merchant Charges; Leases Payable Interest; and Bond Fees TO Communications Service Agreements; Group Insurance; Office Hardware & Related Software-IT; Utilities; Raw Water (For Resale); Chemicals-Medical & Lab; Overtime; Machines & Equipment; Retirement; Machines & Equipment; Adm Charges SWSC; Adm Charges NAWS; and Gross Receipt Tax, in the Amount of \$204,430. [Ascencion Alonzo, Director of Finance]

Airport Fund

Airport Fund: FROM Motor Vehicle Fuel TO Utilities; and Other, in the Amount of \$9,610. [Ascencion Alonzo, Director of Finance]

Ebony Hills Golf Course

Ebony Hills Golf Course Fund: FROM Salaries TO Utilities; Membership Dues, Subscr; Machines & Equipment; Credit Card Merchant Charges; Flat Rate Assessment; General Insurance; Purchases for Resale and Purchase for Resale Restaurant, in the Amount of \$8,050. [Ascencion Alonzo, Director of Finance]

Solid Waste Management

Solid Waste Management Fund: FROM Rents & Contractuals TO Credit Card Merchant Charges; General Insurance; and Leases Payable Principal, in the Amount of \$63,810. [Ascencion Alonzo, Director of Finance]

Hotel Occupancy Tax

Hotel Occupancy Tax Fund: FROM Professional Services; and UTRGV Athletics TO Marketing and Advertising; Food; City Events; City Festivals; Dry Cleaning of Linens; and Tents, Float Decorations, SP Events, in the Amount of \$34,081. [Leticia Leija, Director of Library & Cultural Arts]

3. Staff's Recommendation:

Approve the Budget Transfers for the Fiscal Year 2023-2024 Budget.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. Budget Transfer Request Forms

FUND NAME
DEPARTMENT

GENERAL VARIOUS

TRANSFER FROM:

ACCOUNT NAME					ACCOUNT NUMBER													AMOUNT			
					Fund			-	Dept			-	*Category								
	PRINTING				1	0	0	-	0	1	0	0	-	5	1	2	2	3	0	\$	395
	SALARIES				1	0	0	-	3	0	0	1	-	5	0	1	1	0	0	\$	100,000
	LONGEVITY				1	0	0	-	3	0	0	1	-	5	0	1	1	0	1	\$	11,100
	OVERTIME				1	0	0	-	3	0	0	1	-	5	0	1	1	0	2	\$	22,900
	GROUP INSURANCE				1	0	0	-	3	0	0	1	-	5	0	2	1	0	2	\$	37,200
	WORKERS COMPENSATION INS				1	0	0	-	3	0	0	1	-	5	0	2	1	0	4	\$	92,700
	PROFESSIONAL SERVICES				1	0	0	-	3	0	0	1	-	5	1	1	2	0	0	\$	8,500
	COMMUNICATIONS SERVICE AGREEMENT				1	0	0	-	3	0	0	1	-	5	1	2	2	1	0	\$	1,410
	PRINTING				1	0	0	-	3	0	0	1	-	5	1	2	2	3	0	\$	8,900
	RENTS & CONTRACTUALS				1	0	0	-	3	0	0	1	-	5	1	2	2	4	0	\$	13,100
	MOTOR VEHICLES - MAINTENANCE				1	0	0	-	3	0	0	1	-	5	1	3	3	0	0	\$	9,100
	STREETS AND ALLEYS				1	0	0	-	3	0	0	1	-	5	2	2	3	1	5	\$	47,900
	MOTOR VEHICLES - SUPPLIES				1	0	0	-	3	0	0	1	-	5	2	2	3	1	6	\$	9,800
	MACHINES & EQUIPMENT				1	0	0	-	3	0	0	1	-	5	2	3	3	0	2	\$	6,800
	SALARIES				1	0	0	-	4	0	0	0	-	5	0	1	1	0	0	\$	22,165
	WORKERS COMPENSATION INS				1	0	0	-	4	0	0	0	-	5	0	2	1	0	4	\$	38,765
	PART-TIME WAGES				1	0	0	-	4	0	0	2	-	5	0	1	1	1	0	\$	21,945
	WORKERS COMPENSATION INS				1	0	0	-	4	0	0	4	-	5	0	2	1	0	4	\$	28,000
										Total										\$	480,680

Explanation: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2023-2024.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: Benjamin Alago DATE: 09/30/2024
1. Benjamin Alago 09/30/2024
2. _____ 09/30/2024
Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: 3.  DATE: 09/30/2024
Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY:  **DATE:** 09/30/2024
4. _____
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
****ATTENTION: SANDRA DEE AGUIRRE****

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ____/____/____ *Initials*

DATE ENTERED TO INCODE: ____/____/____ *Initials*

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME GENERAL
DEPARTMENT VARIOUS

TRANSFER TO:

ACCOUNT NAME				ACCOUNT NUMBER														AMOUNT		
				Fund		-	Dept			-	*Category									
	GROUP INSURANCE			1	0	0	-	0	1	0	0	-	5	0	2	1	0	2	\$	395
	UTILITIES			1	0	0	-	3	0	0	1	-	5	1	2	2	2	0	\$	358,010
	MACHINES & EQUIPMENT			1	0	0	-	3	0	0	1	-	6	0	5	5	0	0	\$	11,400
	COMMUNICATIONS SERVICE AGREEMENT			1	0	0	-	4	0	0	0	-	5	1	2	2	1	0	\$	1,525
	UTILITIES			1	0	0	-	4	0	0	0	-	5	1	2	2	2	0	\$	32,425
	RENTS & CONTRACTUALS			1	0	0	-	4	0	0	0	-	5	1	2	2	4	0	\$	9,885
	MOTOR VEHICLES - MAINTENANCE			1	0	0	-	4	0	0	0	-	5	1	3	3	0	0	\$	5,750
	TOOLS			1	0	0	-	4	0	0	0	-	5	2	2	3	0	1	\$	5,885
	JANITORIAL			1	0	0	-	4	0	0	0	-	5	2	2	3	0	6	\$	5,460
	COMMUNICATIONS SERVICE AGREEMENT			1	0	0	-	4	0	0	2	-	5	1	2	2	1	0	\$	285
	UTILITIES			1	0	0	-	4	0	0	2	-	5	1	2	2	2	0	\$	5,195
	MOTOR VEHICLES - MAINTENANCE			1	0	0	-	4	0	0	2	-	5	1	3	3	0	0	\$	1,360
	OFFICE SUPPLIES			1	0	0	-	4	0	0	2	-	5	2	1	3	0	0	\$	595
	MARKETING AND ADVERTISING			1	0	0	-	4	0	0	2	-	5	2	2	2	0	5	\$	4,400
	WEARING APPAREL			1	0	0	-	4	0	0	2	-	5	2	2	3	0	0	\$	2,600
	TOOLS			1	0	0	-	4	0	0	2	-	5	2	2	3	0	1	\$	105
	RECREATION & EDUCATION			1	0	0	-	4	0	0	2	-	5	2	2	3	0	3	\$	4,000
	MOTOR VEHICLE FUEL			1	0	0	-	4	0	0	2	-	5	2	2	3	0	5	\$	1,645
	JANITORIAL			1	0	0	-	4	0	0	2	-	5	2	2	3	0	6	\$	635
	CHEMICALS-MEDICAL & LAB			1	0	0	-	4	0	0	2	-	5	2	2	3	0	7	\$	305
	OFFICE FURNITURE			1	0	0	-	4	0	0	2	-	5	2	3	3	0	1	\$	420
	MACHINES & EQUIPMENT			1	0	0	-	4	0	0	2	-	5	2	3	3	0	2	\$	400
	OVERTIME			1	0	0	-	4	0	0	4	-	5	0	1	1	0	2	\$	28,000
											Total							\$ 480,680		

Explanation: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2023-2024.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: Sandra Dee Aguirre DATE: 09/30/2024
 1. Sandra Dee Aguirre 09/30/2024
 2. Sandra Dee Aguirre 09/30/2024
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: Sandra Dee Aguirre DATE: 09/30/2024
 3. Sandra Dee Aguirre 09/30/2024
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: Sandra Dee Aguirre DATE: 09/30/2024
 4. Sandra Dee Aguirre 09/30/2024
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only
 CITY COUNCIL DATE TO PRESENT: / / Initials
 DATE ENTERED TO INCODE: / / Initials

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME UTILITY
DEPARTMENT VARIOUS

TRANSFER FROM:

ACCOUNT NAME				ACCOUNT NUMBER												AMOUNT				
				Fund			-	Dept			-	*Category								
	OFFICE SUPPLIES			2	0	0	-	0	5	0	0	-	5	2	1	3	0	0	\$	2,650
	PROFESSIONAL SERVICES			2	0	0	-	6	0	0	0	-	5	1	1	2	0	0	\$	3,350
	TRAVEL, TRAINING, MEETINGS			2	0	0	-	6	0	0	0	-	5	1	3	2	0	0	\$	1,380
	OTHER CAPITAL OUTLAY			2	0	0	-	6	0	0	0	-	6	0	5	5	9	0	\$	31,000
	RENTS & CONTRACTUALS			2	0	0	-	6	2	0	0	-	5	1	2	2	4	0	\$	5,060
	WEARING APPAREL			2	0	0	-	6	2	0	0	-	5	2	2	3	0	0	\$	910
	MOTOR VEHICLE FUEL			2	0	0	-	6	2	0	0	-	5	2	2	3	0	5	\$	4,375
	CHEMICALS-MEDICAL & LAB			2	0	0	-	6	2	0	0	-	5	2	2	3	0	7	\$	9,110
	MACHINES & EQUIPMENT			2	0	0	-	6	2	0	0	-	5	2	3	3	0	2	\$	15,160
	PROFESSIONAL SERVICES			2	0	0	-	6	3	0	0	-	5	1	1	2	0	0	\$	87,730
	COMMUNICATIONS SRV AGREEMENTS			2	0	0	-	6	3	0	0	-	5	1	2	2	1	0	\$	3,435
	OFFICE MAINT. & CONTRACTUAL - IT			2	0	0	-	6	3	0	0	-	5	1	3	3	0	1	\$	1,310
	MACHINES & EQUIPMENT			2	0	0	-	6	3	0	0	-	5	1	3	3	0	2	\$	10,315
	WATER DISTRIBUTION SYST			2	0	0	-	6	3	0	0	-	5	1	3	3	0	7	\$	3,200
	TOOLS			2	0	0	-	6	3	0	0	-	5	2	2	3	0	1	\$	940
	MOTOR VEHICLE FUEL			2	0	0	-	6	3	0	0	-	5	2	2	3	0	5	\$	2,985
	CHEMICALS-MEDICAL & LAB			2	0	0	-	6	3	0	0	-	5	2	2	3	0	7	\$	760
	STREETS AND ALLEYS			2	0	0	-	6	3	0	0	-	5	2	2	3	1	5	\$	2,100
	MOTOR VEHICLES - SUPPLIES			2	0	0	-	6	3	0	0	-	5	2	2	3	1	6	\$	1,630
	CREDIT CARD MERCHANT CHARGES			2	0	0	-	9	5	0	0	-	5	1	3	2	3	0	\$	12,710
	LEASES PAYABLE INTEREST			2	0	0	-	9	5	0	0	-	7	0	2	7	3	1	\$	2,020
	BOND FEES			2	0	0	-	9	5	0	0	-	7	0	3	1	0	0	\$	2,300
											Total						\$ 204,430			

Explanation: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2023-2024.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: Sandra Dee Aguirre DATE: 09/30/2024
 1. Sandra Dee Aguirre 09/30/2024
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: Sandra Dee Aguirre DATE: 09/30/2024
 3. Sandra Dee Aguirre 09/30/2024
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: Sandra Dee Aguirre DATE: 09/30/2024
 4. Sandra Dee Aguirre
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only
 CITY COUNCIL DATE TO PRESENT: ____/____/____
 DATE ENTERED TO INCODE: ____/____/____
 Initials Initials

FUND NAME
DEPARTMENT

UTILITY

VARIOUS

TRANSFER TO:

ACCOUNT NAME					ACCOUNT NUMBER													AMOUNT			
					Fund			-	Dept			-	*Category								
	COMMUNICATIONS SERV AGREEMENTS	2	0	0	-	0	5	0	0	-	5	1	2	2	1	0	\$	630			
	GROUP INSURANCE	2	0	0	-	6	0	0	0	-	5	0	2	1	0	2	\$	4,555			
	OFFICE HRDWR & RELATED SFTWR-IT	2	0	0	-	6	0	0	0	-	5	2	2	3	0	8	\$	1,130			
	GROUP INSURANCE	2	0	0	-	6	1	0	0	-	5	0	2	1	0	2	\$	580			
	UTILITIES	2	0	0	-	6	1	0	0	-	5	1	2	2	2	0	\$	25,645			
	RAW WATER (FOR RESALE)	2	0	0	-	6	1	0	0	-	5	1	3	2	5	0	\$	21,925			
	CHEMICALS-MEDICAL & LAB	2	0	0	-	6	1	0	0	-	5	2	2	3	0	7	\$	37,170			
	OVERTIME	2	0	0	-	6	2	0	0	-	5	0	1	1	0	2	\$	6,825			
	GROUP INSURANCE	2	0	0	-	6	2	0	0	-	5	0	2	1	0	2	\$	8,925			
	MACHINES & EQUIPMENT	2	0	0	-	6	2	0	0	-	6	0	5	5	0	0	\$	4,000			
	OVERTIME	2	0	0	-	6	3	0	0	-	5	0	1	1	0	2	\$	20,980			
	RETIREMENT	2	0	0	-	6	3	0	0	-	5	0	2	1	0	1	\$	10,300			
	MACHINES & EQUIPMENT	2	0	0	-	6	3	0	0	-	6	0	5	5	0	0	\$	4,905			
	ADM CHARGES SWSC	2	0	0	-	9	5	0	0	-	5	5	1	4	0	8	\$	735			
	ADMN CHARGES NAWS	2	0	0	-	9	5	0	0	-	5	5	1	4	0	9	\$	12,785			
	GROSS RECEIPT TAX	2	0	0	-	9	5	0	0	-	5	5	1	4	1	7	\$	43,340			
											Total							\$	204,430		

Explanation: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2023-2024.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:
1. Barbara Alaya 09/30/2024
2. _____ 09/30/2024
Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: _____ **DATE:** 09/30/2024
3. Director of Finance

APPROVED BY:  DATE: 09/30/2024
4. _____
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ____/____/____ *Initials*

DATE ENTERED TO INCODE: ____/____/____ *Initials*

FUND NAME
DEPARTMENT

AIRPORT
AIRPORT

TRANSFER FROM:

ACCOUNT NAME				ACCOUNT NUMBER												AMOUNT				
				Fund			-	Dept			-	*Category								
	MOTOR VEHICLE FUEL			2	2	0	-	7	0	0	0	-	5	2	2	3	0	5	\$	9,610
											Total						\$	9,610		

TRANSFER TO:

ACCOUNT NAME					ACCOUNT NUMBER												AMOUNT				
					Fund			-	Dept				-	*Category							
	UTILITIES				2	2	0	-	7	0	0	0	-	5	1	2	2	2	0	\$	1,890
	OTHER				2	2	0	-	7	0	0	0	-	5	1	3	3	0	9	\$	7,720
										Total						\$ 9,610					

Explanation: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2023-2024.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: _____ **DATE:** _____

1. Bernard Abeyo 09/30/2024

2. _____ 09/30/2024

Department Head & Assistant City Manager

****ROUTE TO FINANCE DEPARTMENT****

APPROVED BY: 4. _____ **DATE:** 09/30/2024
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
****ATTENTION: SANDRA DEE AGUIRRE****

REVIEWED BY: 3.  DATE: 09/30/2024
Director of Finance
****ROUTE TO CITY MANAGER'S OFFICE****

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ____/____/____ *Initials*

DATE ENTERED TO INCODE: ____/____/____ *Initials*

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME EBONY HILLS GOLF COURSE
DEPARTMENT EBONY HILLS GOLF COURSE

TRANSFER FROM:

ACCOUNT NAME					ACCOUNT NUMBER												AMOUNT					
					Fund			-	Dept				-	*Category								
	SALARIES				2	3	0	-	7	1	0	0	-	5	0	1	1	0	0	\$	8,050	
													Total					\$	8,050			

TRANSFER TO:

ACCOUNT NAME				ACCOUNT NUMBER													AMOUNT			
				Fund			-	Dept				-	*Category							
	UTILITIES			2	3	0	-	7	1	0	0	-	5	1	2	2	2	0	\$	1,425
	MEMBERSHIP DUES, SUBSCR			2	3	0	-	7	1	0	0	-	5	1	3	2	1	0	\$	880
	MACHINES & EQUIPMENT			2	3	0	-	7	1	0	0	-	5	1	3	3	0	2	\$	2,760
	CREDIT CARD MERCHANT CHARGES			2	3	0	-	7	1	0	0	-	5	1	3	2	3	0	\$	1,745
	FLAT RATE ASSESSMENT			2	3	0	-	9	5	0	0	-	5	5	1	4	0	1	\$	245
	GENERAL INSURANCE			2	3	0	-	9	5	0	0	-	5	5	1	4	0	2	\$	375
	PURCHASES FOR RESALE			2	3	0	-	9	5	0	0	-	5	5	1	4	2	1	\$	540
	PURCH FOR RESALE RSTRNT			2	3	0	-	9	5	0	0	-	5	5	1	4	2	2	\$	80
												Total						\$ 8,050		

Explanation: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2023-2024.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: Sandra Dee Aguirre **DATE:** 09/30/2024
1. Sandra Dee Aguirre **DATE:** 09/30/2024
Department Head & Assistant City Manager
****ROUTE TO FINANCE DEPARTMENT****

REVIEWED BY: Sandra Dee Aguirre **DATE:** 09/30/2024
3. Sandra Dee Aguirre
Director of Finance
****ROUTE TO CITY MANAGER'S OFFICE****

APPROVED BY: Sandra Dee Aguirre **DATE:** 09/30/2024
4. Sandra Dee Aguirre
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
****ATTENTION: SANDRA DEE AGUIRRE****

For Finance Dept Use Only	
CITY COUNCIL DATE TO PRESENT: <u> </u> / <u> </u> / <u> </u>	Initials <u> </u>
DATE ENTERED TO INCODE: <u> </u> / <u> </u> / <u> </u>	Initials <u> </u>

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME SOLID WASTE MANAGEMENT
DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

ACCOUNT NAME				ACCOUNT NUMBER														AMOUNT			
				Fund			-	Dept				-	*Category								
	RENTS & CONTRACTUALS			2	1	0	-	6	5	0	0	-	5	1	2	2	4	0	\$	63,810	

TRANSFER TO:

ACCOUNT NAME					ACCOUNT NUMBER												AMOUNT				
					Fund			-	Dept			-	*Category								
	CREDIT CARD MERCHANT CHARGES				2	1	0	-	9	5	0	0	-	5	1	3	2	3	0	\$	25,000
	GENERAL INSURANCE				2	1	0	-	9	5	0	0	-	5	5	1	4	0	2	\$	10,100
	LEASES PAYABLE PRINCIPAL				2	1	0	-	9	5	0	0	-	7	0	1	7	3	0	\$	28,710
													Total						\$	63,810	

Explanation: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2023-2024.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: _____ DATE: _____
1. Sandra Dee Aguirre 09/30/2024
2. _____ 09/30/2024
Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

APPROVED BY: _____ DATE: _____
4. [Signature] 09/30/2024
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA DEE AGUIRRE

REVIEWED BY: _____ DATE: _____
3. Sandra Dee Aguirre 09/30/2024
Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

For Finance Dept Use Only
CITY COUNCIL DATE TO PRESENT: ____/____/____
DATE ENTERED TO INCODE: ____/____/____
Initials Initials

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME HOTEL OCCUPANCY TAX
DEPARTMENT NON-DEPARTMENTAL

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
	PROFESSIONAL SERVICES	1	1	3	-	9	5	0	0	-	5	1	1	2	0	0	\$ 9,081
	UTRGV ATHLETICS	1	1	3	-	9	5	0	0	-	8	0	0	4	0	7	25,000
Total																	\$ 34,081

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
	MARKETING AND ADVERTISING	1	1	3	-	9	5	0	0	-	5	2	2	2	0	5	27,845
	FOOD	1	1	3	-	9	5	0	0	-	5	2	2	3	0	4	1,765
	CITY EVENTS	1	1	3	-	9	5	0	0	-	5	5	1	3	1	7	1,775
	CITY FESTIVALS	1	1	3	-	9	5	0	0	-	5	5	1	3	1	8	2,560
	DRY CLEANING OF LINENS	1	1	3	-	9	5	0	0	-	5	5	1	5	7	1	50
	TENTS,FLOAT DECORATIONS,SP EVENTS	1	1	3	-	9	5	0	0	-	5	5	1	5	7	2	86
Total																	\$ 34,081

Explanation: TRANSFER OF FUND REQUIRED TO COMPLETE FISCAL YEAR 2023-2024.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: [Signature] DATE: 9/30/2024
1. [Signature] 9/30/24
2. [Signature] 9/30/24
Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: [Signature] DATE: 09/30/24
3. [Signature]
Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: [Signature] DATE: 11/26/2024
4. [Signature]
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ____/____/____
Initials
DATE ENTERED TO INCODE: ____/____/____
Initials



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

BUDGET

Agenda Item No: 12.B.

Hotel Occupancy Tax 2024-2025 Budget Transfer

1. Agenda Item:

Consider Approving the Fiscal Year 2024-2025 Budget Transfers Between Categories for the Hotel Occupancy Tax Fund. [Ascencion Alonzo, Director of Finance]

2. Description:

The Finance Department is presenting the budget transfer requested by the City department to transfer funds necessary to reflect current needs and the shift of priorities within the department's budget accounts.

Hotel Occupancy Tax

Hotel Occupancy Tax Fund: FROM Professional Services TO Food, in the Amount of \$2,000.

[Leticia Leija, Director of Library and Cultural Arts]

3. Staff's Recommendation:

Approve the Budget Transfer for the Fiscal Year 2024-2025 Budget, as requested by the department.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. Budget Transfer Request Form

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME HOT FUND
DEPARTMENT CULTURAL ARTS

TRANSFER FROM:

ACCOUNT NAME					ACCOUNT NUMBER													AMOUNT				
					Fund				Dept				*Category									
1	PROFESSIONAL SERVICES				1	1	3	-	9	5	0	0	-		5	1	1	2	0	0	\$	2,000.00
2																						
3																						
4																						
5																						
6																						
7																						
												Total					\$ 2,000.00					

TRANSFER TO:

ACCOUNT NAME					ACCOUNT NUMBER													AMOUNT				
					Fund				Dept				*Category									
1	FOOD				1	1	3	-	9	5	0	0	-		5	2	2	3	0	4	\$	2,000.00
2																						
3																						
4																						
5																						
6																						
7																						
												Total						\$ 2,000.00				

Transfer request to cover with the daily operations of festival and events at the New ACE Building.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: Letty Lugo **DATE:** 11/12/24
 1. Letty Lugo
 2. Letty Lugo **12/10/24**
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

APPROVED BY: [Signature] **DATE:** 12/06/24
 4. [Signature]
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: GABRIEL MORENO

REVIEWED BY: [Signature] **DATE:** 12/05/2024
 3. [Signature]
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

For Finance Dept Use Only
 CITY COUNCIL DATE TO PRESENT: ____/____/____
 Initials
 DATE ENTERED TO INCODE: ____/____/____
 Initials



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

APPOINTMENTS

Agenda Item No: 13.A.

Appointments: Mayor Pro Tem

1. Agenda Item:

Consider Appointment of a Member of the Edinburg City Council as Mayor Pro Tem. [Clarice Y. Balderas, City Secretary]

2. Description:

The City of Edinburg Charter, Article III, Section 2 requires the appointment of a Mayor Pro Tem to serve during the absence of the Mayor or his/her inability to act; the Mayor Pro Tem shall have the authority to perform the duties of Mayor.

The City Council has the authority to appoint the Mayor Pro Tem by Charter and by Ordinance.

The current Mayor Pro Tem was appointed on or about November 21, 2023, and was appointed to serve a one year term per Section 31.01 of the Municipal Code of Ordinances. The Mayor Pro Tem begins his service term when appointed.

3. Staff's Recommendation:

Staff is presenting the appointment of a member of the City Council as Mayor Pro Tem for Council's consideration as per the City of Edinburg Charter, Article III, Section 2 and the Municipal Code of Ordinances. The aforementioned appointment of Mayor Pro Tem is at the discretion of the City Council.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

APPOINTMENTS

Agenda Item No: 13.B.

Appointments

1. **Agenda Item:**

Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Building Board of Adjustments and Appeals, Four Members; Community Development Council, Two Members; Cultural Activities Advisory Board, Two Members; Public Library Board, One Member; Zoning Board of Adjustment, One Member. [Clarice Y. Balderas, City Secretary]

2. **Description:**

City staff is presenting the following Appointment to the City Advisory Board, Council, Commission and Committee for consideration:

Building Board of Adjustments and Appeals (4 Members) - Function: Established for the express purpose of providing for the final interpretation of provisions of the Building Code and Fire Code. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of the code.

Present Member(s): Fred Perez, IV; Manuel Garcia; Arnulfo Flores; Juan Delgado

Application(s): Fred Perez, IV; Manuel Garcia; Arnulfo Flores; Juan Delgado

Community Development Council (2 Members) - Advising the City Council of the City of Edinburg, Texas, whenever requested to do so by the said City Council, on all matters related to the desirable, proper, and timely development of the City of Edinburg, Texas; as incidental to its defined purpose as indicated above, the Community Development Council may receive and review information and reports from citizens participation groups, as well as prepare recommendations to the City Council.

Present Member(s): Hugo Leal; Kerry Daniel De La Fuente

Application(s): Hugo Leal, Yolanda Gomez

Cultural Activities Advisory Board (2 Members) - Offer Plans and Recommendations to the Council for the use, program development, operation and maintenance. Serves in an advisory capacity.

Present Member(s): Eva T. Torres; Francisco Guajardo

Applicant(s): Eva T. Torres; Francisco Guajardo

Public Library Board (1 Member) - Function: The Edinburg Public Library Advisory Board acts as a liaison between the community and City Council to promote and support library services and programs. Board members also assist the Library Director in developing policies, promoting the

library and planning the future of the library.

Present Member(s): Mindy Garces

Applicants: Mindy Garces

Zoning Board of Adjustments (1 member)- Function: The Zoning Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by the Building Inspector. The Board of Commissioners may from time to time amend, supplement or change by ordinance the boundaries of the districts or the regulations herein established.

Present Members: Marc A. Gonzalez

Applicants: Marc A. Gonzalez

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

Sec. 32.01 – Residence or tax paying status requirements for membership.

* Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax- paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

* Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence or property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.

* Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.

* Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall be limited to three continuous, two-year terms, for a maximum of six continuous years. Board members who exceed six continuous years may continue to serve until a replacement has been appointed.

* Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the

following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Approve Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Building Board of Adjustments and Appeals, Four Members; Community Development Council, Two Members; Cultural Activities Advisory Board, Two Members; Public Library Board, One Member; Zoning Board of Adjustment, One Member.

Reviewed by:

Prepared by:
Clarice Y. Balderas

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

APPOINTMENTS

Agenda Item No: 13.C.

Appointments: Associate Judge

1. Agenda Item:

Discussion, Consideration and Possible Action to Appoint One or More Associate Judge(s) and Authorize the City Manager to Negotiate and Enter Into a Contract for Professional Judicial Services with the Appointed Associate Municipal Court Judge(s). [Josephine Ramirez Solis, City Attorney]

2. Description:

As per Section 29.007 of the Texas Government Code, the Council has the authority, by charter or by ordinance, to appoint associate municipal judges to magistrate with the same power and authority as the presiding (elected judge).

The qualifications for the associate judge(s) are established by ordinance adopted on December 3, 2024, which can be found in Section 30.14 of the municipal code of ordinances.

Municipal Court Judge Hector Bustos, the presiding elected judge, is recommending Vanessa Rae Flores as an Associate Municipal Court Judge for consideration by council.

3. Staff's Recommendation:

Discussion, Consideration and Possible Action to Appoint One or More Associate Judge(s) and Authorize the City Manager to Negotiate and Enter Into a Contract for Professional Judicial Services with the Appointed Associate Municipal Court Judge(s).

Reviewed by:

Josephine Ramirez Solis, City Attorney

Prepared by:

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

CONSENT AGENDA

Agenda Item No: 14.A.

American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment

1. Agenda Item:

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

2. Description:

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. The City of Edinburg has received a total of \$27,132,536 in two separate allocations in September 2021 and August 2022, both in the amount of \$13,566,268.

Please find the proposed budget amendments below:

CURRENT PROJECTS					
PROJECT NAME	ELIGIBILITY	CATEGORY	APPROVED BUDGET AS OF SEPT. 17, 2024	PROPOSED AMENDMENT	PROPOSED BUDGET
Improving Community, Health & Resilience Through the Arts	Y	1.12	\$ 600,000.00	\$ -	\$ 600,000.00
New Service Center	Y	1.14	\$ 5,468,599.56	\$ -	\$ 5,468,599.56
Renovations to Emergency Operations Center	Y	1.14	\$ 73,475.00	\$ -	\$ 73,475.00
Renovations to Fountain Center	Y	1.14	\$ 650.00	\$ -	\$ 650.00
Wisconsin Trail	Y	2.22	\$ -	\$ -	\$ -
Small Business Economic Assistance	Y	2.29	\$ 2,713,650.77	\$ 4,106.62	\$ 2,717,757.39
Supplemental Pay One-Time Premium Pay Adjustment	Y	4.1	\$ 1,955,736.38	\$ -	\$ 1,955,736.38
Clean Water: Wastewater Treatment Plant Belt Press Generator	Y	5.1	\$ 664,469.00	\$ (20,010.00)	\$ 644,459.00
Airport-Cibola Road Sanitary Sewer Project	Y	5.2	\$ 1,764,717.23	\$ (5,891.39)	\$ 1,758,825.84
Drinking Water Storage: Elevated Water Tower	Y	5.14	\$ 3,250,000.00	\$ 44,378.99	\$ 3,294,378.99
Drinking Water: Downtown Water Treatment Plant High Service Pump Generator	Y	5.15	\$ 1,120,094.00	\$ (18,477.60)	\$ 1,101,616.40
3% Cost of Living Adjustment	Y	6.1	\$ 1,700,000.00	\$ -	\$ 1,700,000.00
Employee Compensation Study	Y	6.1	\$ -	\$ -	\$ -
South Texas Health Systems	Y	6.1	\$ 404,640.00	\$ -	\$ 404,640.00
UTRGV-School of Medicine	Y	6.1	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
DHR - Driscoll Hospital	Y	6.1	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
Improvements to City Hall	Y	6.1	\$ 233,200.56	\$ -	\$ 233,200.56
FY2022 HUD CPF Fire Training Facility	Y	6.1	\$ -	\$ -	\$ -
Emergency Ambulance Service	Y	6.1	\$ 2,024,023.50	\$ (2,808.23)	\$ 2,021,215.27
Utility Rate Study	Y	6.1	\$ 38,920.00	\$ -	\$ 38,920.00
Comprehensive Plan	Y	6.1	\$ 250,000.00	\$ -	\$ 250,000.00
IT Firewall - PD	Y	6.1	\$ 100,000.00	\$ (1,298.39)	\$ 98,701.61
Emergency Portable Trailer/Cameras - PD	Y	6.1	\$ 170,360.00	\$ -	\$ 170,360.00
Street Improvements	Y	6.1	\$ 2,600,000.00	\$ -	\$ 2,600,000.00
TOTAL			\$27,132,536.00	\$ -	\$ 27,132,536.00

3. Staff's Recommendation:

Approve Resolution Approving the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Claudia Farias, Director of
Grants Administration

Attachments:

- A. Final ARPA-SLFRF Resolution 12.17.2024
- B. Final ARPA-SLFRF TABLE 12.17.2024
- C. Final ARPA-SLFRF Budget 12.17.2024

RESOLUTION NO.

THE STATE OF TEXAS	§	AUTHORIZE THE AMENDMENT OF
COUNTY OF HIDALGO	§	THE AMERICAN RESCUE PLAN ACT
CITY OF EDINBURG	§	(ARPA)- CORONAVIRUS STATE AND
		LOCAL FISCAL RECOVERY FUNDS
		(SLFRF) PROGRAM BUDGET

WHEREAS, The U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds Program, under the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and tribal governments; and,

WHEREAS, ARPA-SLFRF Funds are intended to provide support to state, local, territorial and Tribal governments in responding to the economic and public health of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and,

WHEREAS, City revenues, residents, businesses and nonprofits have faced economic impacts due to the COVID Pandemic; and,

WHEREAS, \$27,132,536 has been allocated to the City in two separate allocations pursuant to the ARPA-SLFRF Program; and,

WHEREAS, the United States Department of Treasury has released guidance regarding the use of ARPA-SLFRF Program; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements as required by the funding source; and,

WHEREAS, the City Council has previously approved the ARPA-SLFRF Program Budget to include Allocations 1 and 2; and,

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

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby amends the ARPA-SLFRF Program budget for Allocations 1 and 2, as follows:

CURRENT PROJECTS					
PROJECT NAME	ELIGIBILITY	CATEGORY	APPROVED BUDGET AS OF SEPT. 17, 2024	PROPOSED AMENDMENT	PROPOSED BUDGET
Improving Community, Health & Resilience Through the Arts	Y	1.12	\$ 600,000.00	\$ -	\$ 600,000.00
New Service Center	Y	1.14	\$ 5,468,599.56	\$ -	\$ 5,468,599.56
Renovations to Emergency Operations Center	Y	1.14	\$ 73,475.00	\$ -	\$ 73,475.00
Renovations to Fountain Center	Y	1.14	\$ 650.00	\$ -	\$ 650.00
Wisconsin Trail	Y	2.22	\$ -	\$ -	\$ -
Small Business Economic Assistance	Y	2.29	\$ 2,713,650.77	\$ 4,106.62	\$ 2,717,757.39
Supplemental Pay One-Time Premium Pay Adjustment	Y	4.1	\$ 1,955,736.38	\$ -	\$ 1,955,736.38
Clean Water: Wastewater Treatment Plant Belt Press Generator	Y	5.1	\$ 664,469.00	\$ (20,010.00)	\$ 644,459.00
Airport-Cibolo Road Sanitary Sewer Project	Y	5.2	\$ 1,764,717.23	\$ (5,891.39)	\$ 1,758,825.84
Drinking Water Storage: Elevated Water Tower	Y	5.14	\$ 3,250,000.00	\$ 44,378.99	\$ 3,294,378.99
Drinking Water: Downtown Water Treatment Plant High Service Pump Generator	Y	5.15	\$ 1,120,094.00	\$ (18,477.60)	\$ 1,101,616.40
3% Cost of Living Adjustment	Y	6.1	\$ 1,700,000.00	\$ -	\$ 1,700,000.00
Employee Compensation Study	Y	6.1	\$ -	\$ -	\$ -
South Texas Health Systems	Y	6.1	\$ 404,640.00	\$ -	\$ 404,640.00
UTRGV-School of Medicine	Y	6.1	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
DHR - Driscoll Hospital	Y	6.1	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
Improvements to City Hall	Y	6.1	\$ 233,200.56	\$ -	\$ 233,200.56
FY2022 HUD CPF Fire Training Facility	Y	6.1	\$ -	\$ -	\$ -
Emergency Ambulance Service	Y	6.1	\$ 2,024,023.50	\$ (2,808.23)	\$ 2,021,215.27
Utility Rate Study	Y	6.1	\$ 38,920.00	\$ -	\$ 38,920.00
Comprehensive Plan	Y	6.1	\$ 250,000.00	\$ -	\$ 250,000.00
IT Firewall - PD	Y	6.1	\$ 100,000.00	\$ (1,298.39)	\$ 98,701.61
Emergency Portable Trailer/Cameras - PD	Y	6.1	\$ 170,360.00	\$ -	\$ 170,360.00
Street Improvements	Y	6.1	\$ 2,600,000.00	\$ -	\$ 2,600,000.00
TOTAL			\$27,132,536.00	\$ -	\$ 27,132,536.00

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 17th day of December 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez Solis
City Attorney

PROPOSED ARPA-SLFRF BUDGET AMENDMENT

December 17, 2024

CURRENT PROJECTS

PROJECT NAME	ELIGIBILITY	CATEGORY	APPROVED BUDGET AS OF SEPT. 17, 2024	PROPOSED AMENDMENT	PROPOSED BUDGET
Improving Community, Health & Resilience Through the Arts	Y	1.12	\$ 600,000.00	\$ -	\$ 600,000.00
New Service Center	Y	1.14	\$ 5,468,599.56	\$ -	\$ 5,468,599.56
Renovations to Emergency Operations Center	Y	1.14	\$ 73,475.00	\$ -	\$ 73,475.00
Renovations to Fountain Center	Y	1.14	\$ 650.00	\$ -	\$ 650.00
Wisconsin Trail	Y	2.22	\$ -	\$ -	\$ -
Small Business Economic Assistance	Y	2.29	\$ 2,713,650.77	\$ 4,106.62	\$ 2,717,757.39
Supplemental Pay One-Time Premium Pay Adjustment	Y	4.1	\$ 1,955,736.38	\$ -	\$ 1,955,736.38
Clean Water: Wastewater Treatment Plant Belt Press Generator	Y	5.1	\$ 664,469.00	\$ (20,010.00)	\$ 644,459.00
Airport-Cibolo Road Sanitary Sewer Project	Y	5.2	\$ 1,764,717.23	\$ (5,891.39)	\$ 1,758,825.84
Drinking Water Storage: Elevated Water Tower	Y	5.14	\$ 3,250,000.00	\$ 44,378.99	\$ 3,294,378.99
Drinking Water: Downtown Water Treatment Plant High Service Pump Generator	Y	5.15	\$ 1,120,094.00	\$ (18,477.60)	\$ 1,101,616.40
3% Cost of Living Adjustment	Y	6.1	\$ 1,700,000.00	\$ -	\$ 1,700,000.00
Employee Compensation Study	Y	6.1	\$ -	\$ -	\$ -
South Texas Health Systems	Y	6.1	\$ 404,640.00	\$ -	\$ 404,640.00
UTRGV-School of Medicine	Y	6.1	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
DHR - Driscoll Hospital	Y	6.1	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
Improvements to City Hall	Y	6.1	\$ 233,200.56	\$ -	\$ 233,200.56
FY 2022 HUD CPF Fire Training Facility	Y	6.1	\$ -	\$ -	\$ -
Emergency Ambulance Service	Y	6.1	\$ 2,024,023.50	\$ (2,808.23)	\$ 2,021,215.27
Utility Rate Study	Y	6.1	\$ 38,920.00	\$ -	\$ 38,920.00
Comprehensive Plan	Y	6.1	\$ 250,000.00	\$ -	\$ 250,000.00
IT Firewall - PD	Y	6.1	\$ 100,000.00	\$ (1,298.39)	\$ 98,701.61
Emergency Portable Trailer/Cameras - PD	Y	6.1	\$ 170,360.00	\$ -	\$ 170,360.00
Street Improvements	Y	6.1	\$ 2,600,000.00	\$ -	\$ 2,600,000.00
TOTAL			\$ 27,132,536.00	\$ -	\$ 27,132,536.00

GRANTS ADMINISTRATION DEPARTMENT
AMERICAN RESCUE PLAN ACT (ARPA) - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROGRAM BUDGET
Proposed: December 17, 2024

PROJECT NAME	PROJECT STATUS	ARPA 1 ALLOCATION	ARPA 2 ALLOCATION	APPROVED BUDGET AS OF SEPT. 17, 2024	PROPOSED BUDGET AMENDMENT	EXPENDITURES	BUDGET BALANCE
PUBLIC HEALTH							
Renovations to Emergency Operations Center	Complete	\$ 63,675.00	\$ -	\$ 73,475.00	\$ -	\$ 73,475.00	\$ -
Renovations to Fountain Center	Complete	\$ -	\$ 650.00	\$ 650.00	\$ -	\$ 650.00	\$ -
New Service Center	Ongoing	\$ -	\$ 5,000,000.00	\$ 5,468,599.56	\$ -	\$ 3,010,774.52	\$ 2,457,825.04
Improving Community, Health & Resilience Through the Arts	Ongoing	\$ -	\$ 600,000.00	\$ 600,000.00	\$ -	\$ 158,264.79	\$ 441,735.21
Category Sub-Total		\$ 63,675.00	\$ 5,600,650.00	\$ 6,142,724.56	\$ -	\$ 3,243,164.31	\$ 2,899,560.25
NEGATIVE ECONOMIC IMPACTS							
SPARC Assistance to Families Gift Card Program	Complete	\$ 1,017,009.37	\$ -	\$ 1,017,009.37	\$ -	\$ 1,017,009.37	\$ -
SPARC Small Business Grant Program	Complete	\$ 930,000.00	\$ -	\$ 930,000.00	\$ -	\$ 930,000.00	\$ -
SPARC Home-Based Business Program	Complete	\$ 176,000.00	\$ -	\$ 176,000.00	\$ -	\$ 176,000.00	\$ -
SPARC LiftFund Interest Buy Down Program	Complete	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -
SPARC Façade Improvement Program	Complete	\$ 544,748.02	\$ -	\$ 540,641.40	\$ 4,106.62	\$ 544,748.02	\$ -
Wisconsin Trail	Deleted	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -
Category Sub-Total		\$ 2,717,757.39	\$ 300,000.00	\$ 2,713,650.77	\$ 4,106.62	\$ 2,717,757.39	\$ -
PREMIUM PAY							
One-Time Premium Pay Adjustment (Full-Time Employees, Part-Time Regular, and Part-Time Seasonal)	Complete	\$ -	\$ 1,955,736.38	\$ 1,955,736.38	\$ -	\$ 1,955,736.38	\$ -
Category Sub-Total		\$ -	\$ 1,955,736.38	\$ 1,955,736.38	\$ -	\$ 1,955,736.38	\$ -
INFRASTRUCTURE							
Wastewater Treatment Plant Belt Press Generator	Complete	\$ 700,000.00	\$ -	\$ 664,469.00	\$ (20,010.00)	\$ 644,459.00	\$ -
Airport-Cibolo Road Sanitary Sewer Project (Phase I)	Ongoing	\$ 1,844,717.23	\$ -	\$ 1,764,717.23	\$ (5,891.39)	\$ 1,510,201.05	\$ 248,624.79
Elevated Water Tower (Monte Cristo/Bus. 281)	Ongoing	\$ 3,250,000.00	\$ -	\$ 3,250,000.00	\$ 44,378.99	\$ 3,213,437.28	\$ 80,941.71
Downtown Water Treatment Plant High Service Pump Generator	Ongoing	\$ 800,000.00	\$ -	\$ 1,120,094.00	\$ (18,477.60)	\$ 105,365.00	\$ 996,251.40
Category Sub-Total		\$ 6,594,717.23	\$ -	\$ 6,799,280.23	\$ -	\$ 5,473,462.33	\$ 1,325,817.90
REVENUE REPLACEMENT							
3% Cost of Living Adjustment	Complete	\$ -	\$ 1,700,000.00	\$ 1,700,000.00	\$ -	\$ 1,700,000.00	\$ -
Improvements to City Hall	Ongoing	\$ -	\$ 250,000.00	\$ 233,200.56	\$ -	\$ 3,500.56	\$ 229,700.00
UTRGV - School of Medicine	Ongoing	\$ -	\$ 2,000,000.00	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -
South Texas Health Systems - New Medical Tower	Ongoing	\$ -	\$ 404,640.00	\$ 404,640.00	\$ -	\$ 287,080.60	\$ 117,559.40
FY 2022 HUD-Economic Development Initiative Community Project Fund-	Deleted	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -
Emergency Ambulance Service	Ongoing	\$ -	\$ 1,350,000.00	\$ 2,024,023.50	\$ (2,808.23)	\$ 1,298,294.87	\$ 722,920.40
Utility Rate and Connection Fee Study	Complete	\$ -	\$ 75,000.00	\$ 38,920.00	\$ -	\$ 38,920.00	\$ -
Comprehensive Plan	Ongoing	\$ -	\$ 250,000.00	\$ 250,000.00	\$ -	\$ 189,617.26	\$ 60,382.74
IT Firewall	Complete	\$ -	\$ 100,000.00	\$ 100,000.00	\$ (1,298.39)	\$ 54,172.66	\$ 44,528.95
Emergency Portable Trailer/Cameras - PD	Complete	\$ -	\$ 170,360.00	\$ 170,360.00	\$ -	\$ 170,360.00	\$ -
Street Improvements	Ongoing	\$ -	\$ 2,600,000.00	\$ 2,600,000.00	\$ -	\$ 926,570.87	\$ 1,673,429.13
DHR - Driscoll Hospital	Ongoing	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00
Category Sub-Total		\$ -	\$ 9,900,000.00	\$ 9,521,144.06	\$ (4,106.62)	\$ 5,668,516.82	\$ 3,848,520.62
		\$ 9,376,149.62	\$ 17,756,386.38	\$ 27,132,536.38	\$ -	\$ 19,058,637.23	\$ 8,073,898.77
ARPA TOTAL BUDGET	\$27,132,536.00	* All ARPA Funds are fully committed to all ongoing projects.					



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

CONSENT AGENDA

Agenda Item No: 14.B.

Ammunition Purchase

1. Agenda Item:

Consider Authorizing the Purchase of Ammunition from TXAT LLC Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23 in the Amount of \$39,485. [Jaime Ayala, Chief of Police]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Staff is requesting the purchase of ammunition for the department's issued weapons for training and inventory from TXAT LLC, totaling \$39,485.00.

Cooperative Pricing is through the Local Government Purchase Cooperative BuyBoard Contract No. 698-23. Projected delivery within 90 days of Purchase Order issuance. Funding is available through the FY 2024-2025 General Fund Operating Budget, Police Department, Other Materials.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Ammunition from TXAT LLC Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23 in the Amount of \$39,485.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Iris Alvarado, Management
Services Administrator

Attachments:

- A. TXAT Quote #Q10346
- B. TXAT, LLC Buyboard Contract
- C. TXAT LLC SAM.GOV Verification



Date	10/3/2024
Quote #	Q10346
Expires	12/31/2024

Jaime Ayala
Edinburg Police Department
1702 S Closner Blvd
Edinburg TX 78541
United States

Total	\$39,485.61
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Vendor Contract Information Summary

Vendor	TXAT, LLC
Contact	Robin Eaves
Phone	864-630-4952
Email	Sales@tx-at.com
Vendor Website	www.tx-at.com
TIN	45-4008321
Address Line 1	3200 Kirby Drive, Ste. 801
Vendor City	Houston
Vendor Zip	77098
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid, Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	Yes
Women Owned	No
Certificate Number	1454008321000
Certifying Agency	State of Texas / Texas Comptroller of Public Accounts (CPA)
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	Yes
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes
Return Policy	Upon receipt, all items must be examined and accepted. Any issues, you must contact vendor immediately.

11/4/2024 8:51 AM





Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification

Entity Information

TXAT LLC Active Registration

Unique Entity ID CAGE/NCAGE
JTXPY4LAQ4E1 7HJV6

Expiration Date
Jul 22, 2025

Physical Address
**2014 Airport Road
STE 500
Conroe, Texas
77301-3227, United States**

Mailing Address
**3200 Kirby DRIVE, STE. 801
STE 801
Houston, Texas
77098-3230, United States**

Purpose of Registration
All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As (blank)	URL tx-at.com
Division Name (blank)	Division Number (blank)
Congressional District Texas 08	State/Country of Incorporation Texas, United States
Owner	CAGE
	Legal Business Name

Registration Dates

Activation Date Jul 24, 2024	Initial Registration Date Nov 20, 2015
Submission Date Jul 22, 2024	

Immediate Owner	(blank)	(blank)
Highest Level Owner	(blank)	(blank)

Entity Dates	
Entity Start Date Dec 7, 2011	Fiscal Year End Close Date Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Subchapter S Corporation

Socio-Economic Types

Self Certified Small Disadvantaged Business, DOT Certified DBE, Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments Yes	Debt Subject To Offset ⓘ No
-------------------------------------	--------------------------------

ACCOUNT DETAILS

EFT Indicator 0000
CAGE Code 7HJV6

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Karen Berggren, Contract Administrator

Address
2014 Airport RD.
Building 500
Houston, Texas 77098

United States

Government Business

Primary Point of Contact

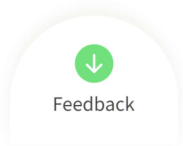
Karen Berggren, Contract Administrator

Address
2014 Airport RD
Building 500
Conroe, Texas 77301
United States

Alternate Point of Contact

John Domolky, Government sales

Address
2014 Airport RD
Building 500
Conroe, Texas 77301
United States



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- [Release Notes](#)
- [System Alerts](#)
- Policies**
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- [Freedom of Information Act](#)
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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

CONSENT AGENDA

Agenda Item No: 14.C.

Drone First Responder Program (DFR)

1. Agenda Item:

Consider Authorizing a Proposal for a Two-Year Lease for a Drone First Responder Program from Flock Safety Through the Texas Local Government Purchasing Cooperative (OMNIA Partners, Public Sector) Contract No. 23-6692-03, in the Amount of \$75,000.00 Per Year. [Jaime Ayala, Chief of Police]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The equipment and technology will be used to immediately and autonomously deploy a drone to any emergency call for service and/or call for assistance allowing the responding officers to quickly and safely obtain a vantage point of view of the scene to strategically coordinate the safest plan of action for both the responding officers and citizens.

The lease term is for two years from the date of signature. The lease may be terminated at any time without penalty or cost in accordance with the special terms indicated in the proposal, 30 days advance written notice. If awarded the department will use Texas Local Government Purchasing Cooperative (OMNIA Partners, Public Sector) Contract No. 23-6692-03 for the cost of the lease. The department will use available forfeiture funds for year one (1) - \$75,000.00 invoiced 100% upon issuance of the purchase order and \$75,000.00 for year two (2) that will be invoiced at first anniversary. If awarded, procurement will adhere to federal, state and city policies as required.

3. Staff's Recommendation:

Approve Authorizing a Proposal for a Two-Year Lease for a Drone First Responder Program from Flock Safety Through the Texas Local Government Purchasing Cooperative (OMNIA Partners, Public Sector) Contract No. 23-6692-03, in the Amount of \$75,000.00 Per Year.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Iris Alvarado, Management
Services Administrator

Attachments:

- A. Quote
- B. Quote Compliance
- C. Insight Sam.gov Status

Account name: 10559468

CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG TX 78539-4353

SHIP-TO

CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG TX 78539-4353

We deliver according to the following terms:

Payment Terms	: Net 30 days
Ship Via	: Electronic Delivery
Terms of Delivery	: FOB DESTINATION
Currency	: USD

A signature below is required at time of Purchase Order if it is not fully funded. Insight will not be able to process the Purchase Order without this quote being signed. If placing POs annually, Insight will require POs for the out years to be placed at least 15 days prior to the renewal date. By executing this quote, Customer agrees to the below terms and annual payment schedule.

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>. Customer also agrees to abide by the Flock Safety Privacy Policy available at: <https://www.flocksafety.com/privacy-policy>.

TERM LENGTH: 24 Months

TERM START: Unless otherwise noted, the Term shall commence upon first installation and validation of Flock Hardware

****MUST BE INCLUDED ON CLIENT PO****

THIS IS A 2 YEAR ANNUAL PAYMENT COMMITMENT

Year 1 - Line 10 - \$75,000.00 plus applicable tax - Invoiced 100% upon issuance of PO

Year 2 - Line 20 - \$75,000.00 plus applicable tax - Invoiced at first anniversary

Total Contract Commit - \$150,000.00 plus applicable tax

SPECIAL TERMS:

- 11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

- NDAA COMPLIANT INSURANCE POLICY - OUR COMMITMENT TO PUBLIC SAFETY We offer three NDAA-compliant solutions that seamlessly integrate into the same battery-swap docking station as the M350 platform. If you choose to deploy the DJI M350 and, in the unlikely event of an associated ban—state or federal—grounding all DJI drones without a phase-out period, we will replace the DJI aircraft with one of our NDAA-compliant platforms at no additional cost. These drones will operate out of the same docking stations already installed in your city. This commitment future-proofs your DFR program, ensuring continuity and adaptability while empowering you to select the platform that best serves your agency's needs

- During the Term of the Agreement, Flock will provide Customer with up to two (2) complimentary Drone repairs or replacements of Flock Safety DFR 2.0 - ADS-B.. Flock agrees to pass through all manufacturer warranties. The warranties above shall not apply to (i) defects, errors, damages, or loss resulting from corrections, repairs or service necessitated by customer's or user's system, computers, servers, and/or other equipment or its use; (ii) negligence, abuse, misuse, or intentional damage in connection with any use of the equipment or Flock products; (iii) use of the equipment or Flock products outside the purpose, scope, or manner of use authorized by this agreement or in any manner contrary to the documentation or Flock's instructions; (iv) the equipment or

Quotation

Quotation Number	: 0227882024
Document Date	: 08-NOV-2024
PO Number	:
PO Release	:
Sales Rep	: Darak Weaver
Email	: DARAK.WEAVER@INSIGHT.COM
Phone	: +19564658080
Sales Rep 2	: Pleshette Gales
Email	: PLESHETTE.GALES@INSIGHT.COM
Phone	: +16309246829

Services will be performed pursuant to the attached Flock Safety Agreement for Program for Drone Response Services, including the attached Product Addendum, Schedule A, and Schedule B.

By issuing Insight a PO for this quote, Customer agrees to be bound by the Agreement and any applicable terms attached.

Flock products used in conjunction with any technology (including any software, hardware, firmware, system, or network), equipment or service not provided by Flock or specified for customer's use in the documentation, unless otherwise expressly permitted by Flock in writing; (v) modifications to the equipment and Flock products by anyone other than Flock without Flock's prior written permission; (vi) or due to force majeure.

Material	Material Description	Quantity	Unit Price	Extended Price
FLCK-DFR-200	FLOCK DRONE AS FIRST RESPONDER (DFR) 2.0 SYSTEM, INCLUDING HARDWARE, SOFTWARE, SERVICES. HARDWARE INCLUDES DRONE, BATTERIES, BATTERY-SWAPPING DOCK, AND RECEIVER. SOFTWARE INCLUDES REMOTE AIR TRAFFIC AWARENESS, SPECTATOR VIEW, APP, AND COMMUNITY ENGAGEMENT SERVICES INCLUDE FAA REGULATORY DEVELOPMENT, TRAINING, AND ONGOING Coverage Dates: 08-NOV-2024 - 07-NOV-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 165987.99 Discount: 54.816%	1	75,000.00	75,000.00
FLCK-DFR-200	FLOCK DRONE AS FIRST RESPONDER (DFR) 2.0 SYSTEM, INCLUDING HARDWARE, SOFTWARE, SERVICES. HARDWARE INCLUDES DRONE, BATTERIES, BATTERY-SWAPPING DOCK, AND RECEIVER. SOFTWARE INCLUDES REMOTE AIR TRAFFIC AWARENESS, SPECTATOR VIEW, APP, AND COMMUNITY ENGAGEMENT SERVICES INCLUDE FAA REGULATORY DEVELOPMENT, TRAINING, AND ONGOING Coverage Dates: 08-NOV-2025 - 07-NOV-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 165987.99 Discount: 54.816%	1	75,000.00	75,000.00
Product Subtotal				150,000.00
TAX				0.00
Total				150,000.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Darak Weaver
+19564658080
DARAK.WEAVER@INSIGHT.COM
Fax 9566875428

Pleshette Gales
+16309246829
PLESHETTE.GALES@INSIGHT.COM
Fax 6309246850

To purchase under this contract, your agency must be registered withOMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

Insight Public Sector, Inc.

City of Edinburg

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

PRODUCT ADDENDUM

UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**”) and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”) at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT

RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock.

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers (“VOs”) to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- **Discussing maintenance list for the drone, and how to maintain airworthiness**
- **Teaching how to fly the drone autonomously using the Flock IP**
- **Teaching how to fly the drone manually using the remote controller**

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.



Iris Alvarado <ialvarado@cityofedinburg.com>

Quote#0227882024

Rogelio Garcia <rgarcia@cityofedinburg.com>
To: Iris Alvarado <ialvarado@cityofedinburg.com>

Tue, Nov 19, 2024 at 10:26 AM

Quote is in compliance.

----- Forwarded message -----

From: **Leslie Garza** <Leslie.Garza@omniapartners.com>
Date: Tue, Nov 19, 2024 at 10:13 AM
Subject: Fw: Quote#0227882024
To: rgarcia@cityofedinburg.com <rgarcia@cityofedinburg.com>

Good day Rogelio,

Per the program managers, this quote is in alignment with the contract. 😊

Also, check out our new platform **OPUS: OPUS | OMNIA Partners**
Click here for a self guided tour: **OPUS Tour | OMNIA Partners**

Thank you,

Leslie Garza



Regional Manager - West Texas, San Antonio & South Texas
OMNIA Partners, Public Sector

LinkedIn: [Leslie Garza](#)

Cell: (956) 279-5240

leslie.garza@omniapartners.com



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From: SLEDSpotBidSupport <SLEDSpotBidSupport@insight.com>
Sent: Monday, November 18, 2024 3:44 PM
To: Leslie Garza <Leslie.Garza@omniapartners.com>; DG-NA-omnia <omnia@insight.com>
Subject: RE: Quote#0227882024

Hi Leslie, confirmed. 😊

Thank you!



Hannah Bosarge | SLED Program Specialist | Insight Public Sector

t. 480.333.3000 ext.3190 | SLEDSpotBidSupport@Insight.com | ips.insight.com

From: Leslie Garza <Leslie.Garza@omniapartners.com>
Sent: Monday, November 18, 2024 3:40 PM
To: DG-NA-omnia <omnia@insight.com>
Subject: Fw: Quote#0227882024

External Message - Please be cautious when opening links or attachments in email

Good day,

Can you review the attached and confirm alignment?

Thank you,

Leslie Garza



Regional Manager - West Texas, San Antonio & South Texas

OMNIA Partners, Public Sector

LinkedIn: [Leslie Garza](#)

Cell: (956) 279-5240

leslie.garza@omniapartners.com



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--

Respectfully,

Rogelio Garcia

Special Services Manager

✉: rgarcia@cityofedinburg.com

☎: (956) 289-7710 Cell: (956) 250-9383

🌐: cityofedinburg.com

📍: 1702 S Closner Blvd Edinburg Tx, 78539



[Quoted text hidden]



Important Reps and Certs Update [Show Details](#)
Jul 18, 2024



[See All Alerts](#)

Entity Validation [Show Details](#)
Nov 20, 2024



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[Core Data](#)



Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Points of Contact

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

Entity Information

INSIGHT PUBLIC SECTOR, INC.

Active Registration

Unique Entity ID CAGE/NCAGE
LD98S4LK2113 06ZC1

Expiration Date

May 29, 2025

Physical Address

**2701 E Insight WAY
Chandler, Arizona
85286-1930, United States**

Mailing Address

**2701 E Insight WAY
Chandler, Arizona
85286-1930, United States**

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

Division Name
(blank)

Congressional District
Arizona 05

URL
<http://www.insight.com>

Division Number
(blank)

State/Country of Incorporation
Illinois, United States

Registration Dates

Activation Date
May 31, 2024
Submission Date

Initial Registration Date
Nov 28, 2001

Owner	CAGE	Legal Business Name
Immediate Owner	88H24	INSIGHT NORTH AMERICA, INC.
Highest Level Owner	88W71	INSIGHT ENTERPRISES, INC.

May 29, 2024

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 19, 1994	Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

ACCOUNT DETAILS

EFT Indicator 0000
CAGE Code 06ZC1

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Brenda Reynolds, Director, Federal Contract Compliance
Address

2701 E Insight WAY
Chandler, Arizona 85286-1930
United States

Alternate Point of Contact

Cathy Althouse, Manager, Federal Contract Compliance

Address
2701 E Insight WAY
Chandler, Arizona 85286
United States

Government Business

Primary Point of Contact

Brenda Reynolds, Director, Federal Contract Compliance

Address
2701 E Insight WAY
Chandler, Arizona 85286-1930
United States

Alternate Point of Contact

Erica Falchetti, Director Public Sector Sales IPS

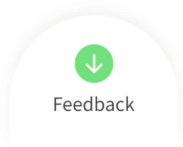
Address
2701 E Insight WAY
Chandler, Arizona 85286
United States

Past Performance

Primary Point of Contact

Insight Federal Contract Compliance, Insight Federal Contract Compliance

Address
2701 E Insight WAY
Chandler, Arizona 85286
United States



Our Website

- [About This Site](#)
- [Our Community](#)
- [Release Notes](#)
- [System Alerts](#)
- Policies**
- [Terms of Use](#)

Our Partners

- [Acquisition.gov](#)
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SAM.gov

An official website of the U.S. General Services Administration



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

CONSENT AGENDA

Agenda Item No: 14.D.

Purchase: Scoreboards

1. Agenda Item:

Consider Authorizing the Purchase of Four (4) Scoreboards, from the Provider, NEVCO Sports LLC, Through the Texas Local Government Purchasing Cooperative (Buy-Board), in the Amount of \$47,247.80. [Javier Garza, Director of Parks & Recreation]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Staff is requesting the purchase of four (4) baseball/softball scoreboards for the Edinburg Municipal Park new turf fields.

Funding for four (4) scoreboards is available through the Parkland Dedication Project Fund. Staff has verified that no monies are owed to the City by NEVCO Sports LLC.

Projected delivery is within 90 days of Purchase Order issuance.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Four (4) Scoreboards, from the Provider, NEVCO Sports LLC, Through the Texas Local Government Purchasing Cooperative (Buy-Board), in the Amount of \$47,247.80.

Reviewed by:

Jesus Saenz, Assistant City Manager

Final Approval - 12/13/2024

Prepared by:

Lee Tamez, Recreation
Supervisor

Attachments:

- A. Nevco Scoreboards Quote
- B. Nevco Proof 65035A
- C. Nevco Proof 65035B

Thank you for giving Nevco Sports, LLC the opportunity to provide a formal quote for your scoring and display project. Since 1934 we have been helping customer Light Up The Game with our high quality [Scoreboards](#), [Video Displays](#), [Swimming Solution](#), [LED Scorers Tables](#) and [Message Centers](#). We certainly understand that you have many choices for scoring and display products and we would be honored to be selected as your partner for this exciting project.

The provided quote outlines your product selections. Please look it over carefully and work with your Nevco Scoring and Display Consultant to review and answer any questions.

Please note that Nevco is the manufacturer/supplier of your scoring equipment order and is not an installation provider. Your Nevco scoring consultant may guide you in securing a third-party installation firm to assist in the installation of your order.

We look forward to partnering with you on this very exciting opportunity!

Placing Order:

When you are ready to place your order, contact your Nevco Scoring and Display Consultant to walk you through the order entry process. Nevco will need the following information:

- Finalized equipment decision, including colors and digit selection
- Signed Print Ready Proof
- Delivery location/address
- Sales Tax Exempt (if Applicable)
- Signed Purchase Order, Full or Partial Payment (As Directed by Nevco Accounting)
- Bill to information – Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view [Nevco Graphics File Standards](#) and submit with your order documents.

Additional Information:

Our website www.nevco.com is a great resource and offers helpful information. Learn more about what our customers are talking about by visiting the following:

• Is your sound system leaving your fans a little underwhelmed?

Check out our full line-up of [Indoor and Outdoor Sound Systems](#).

• Wishing you could check off more items on your list of needs?

See how [Nevco Sports Marketing](#) could add revenue to your budget.

• Curious what other schools have installed?

Look through our [Nevco Photo Gallery](#) for ideas and inspiration to enhance your facility.

• Interested in leasing options?

See how [Nevco Leasing](#) solutions help you get the products you need faster than traditional fundraising.

• Looking to add a Fully Automated Timing (FAT) System to Your Track and Field Venue?

Find the perfect (FAT) package for your facility from [FinishLynx](#) (a Nevco-owned company).

Contract # 678-22



Account Name	City of Edinburg Parks and Recreation	Created Date	12/11/2024
Quote Number	00176138	Expiration Date	12/31/2024

Contact Name	Eddie Salinas	Prepared By	Johnny Davila
Title	Parks and Recreation Manager	Title	Display and Scoring Consultant
Phone	(956) 802-7815	Phone	(956) 292-6509
Email Address	esalinas@cityofedinburg.com	Fax	(618) 664-0398
		Email Address	jdavila@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Discount (Percentage)	Total Price
4.00	1625 Timer	Baseball/Softball LED Scoreboard with Amber/Red Digits	10'x5'x8"	USD 5,313.00	5.00%	USD 20,189.40
4.00	Imprinted Logo - 16-25 sq ft	Applied to scoreboard face.		USD 345.00	5.00%	USD 1,311.00
4.00	PCD-10-1	0-199 3-Digit Baseball/Softball Pitch Count LED Display with Amber/Red Digits	10'x2'x8"	USD 2,732.00	5.00%	USD 10,381.60
4.00	ADO 10-3	Non-illuminated Outdoor Sign	10'x3'	USD 1,056.00	5.00%	USD 4,012.80
4.00	802-0300 - MPCX2 Baseball/Softball	Wireless Handheld Control	0.3'x0.5'x0.1'	USD 375.00	5.00%	USD 1,425.00
4.00	802-0308 - MPCX2 (Pitch Count)	Wireless Handheld Control	0.3'x0.5'x0.1'	USD 375.00	5.00%	USD 1,425.00
8.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit		USD 635.00	5.00%	USD 4,826.00
4.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)	12.4'x8"x4"	USD 35.00	5.00%	USD 133.00

Ttl Shipping Wt (lbs)	2,580	Subtotal	USD 43,703.80
County	Hidalgo	Freight	USD 2,986.00
Total Savings!	USD -2,300.20	Total	USD 46,689.80

Billing/Shipping Information

Bill To Name	City of Edinburg Parks and Recreation	Ship To Name	City of Edinburg Parks and Recreation
Bill To	1231 N Doolittle Rd, Edinburg, TX, 78542	Ship To	1231 N Doolittle Rd, Edinburg, TX, 78542

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special

promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order	Nevco Sports, LLC	Remit To Address	Nevco Sports, LLC
Address	301 East Harris Ave		P.O. Box 74758
	Greenville, IL 62246-2151		Chicago, IL 60694-4758
			800.851.4040 / 618.664.0360

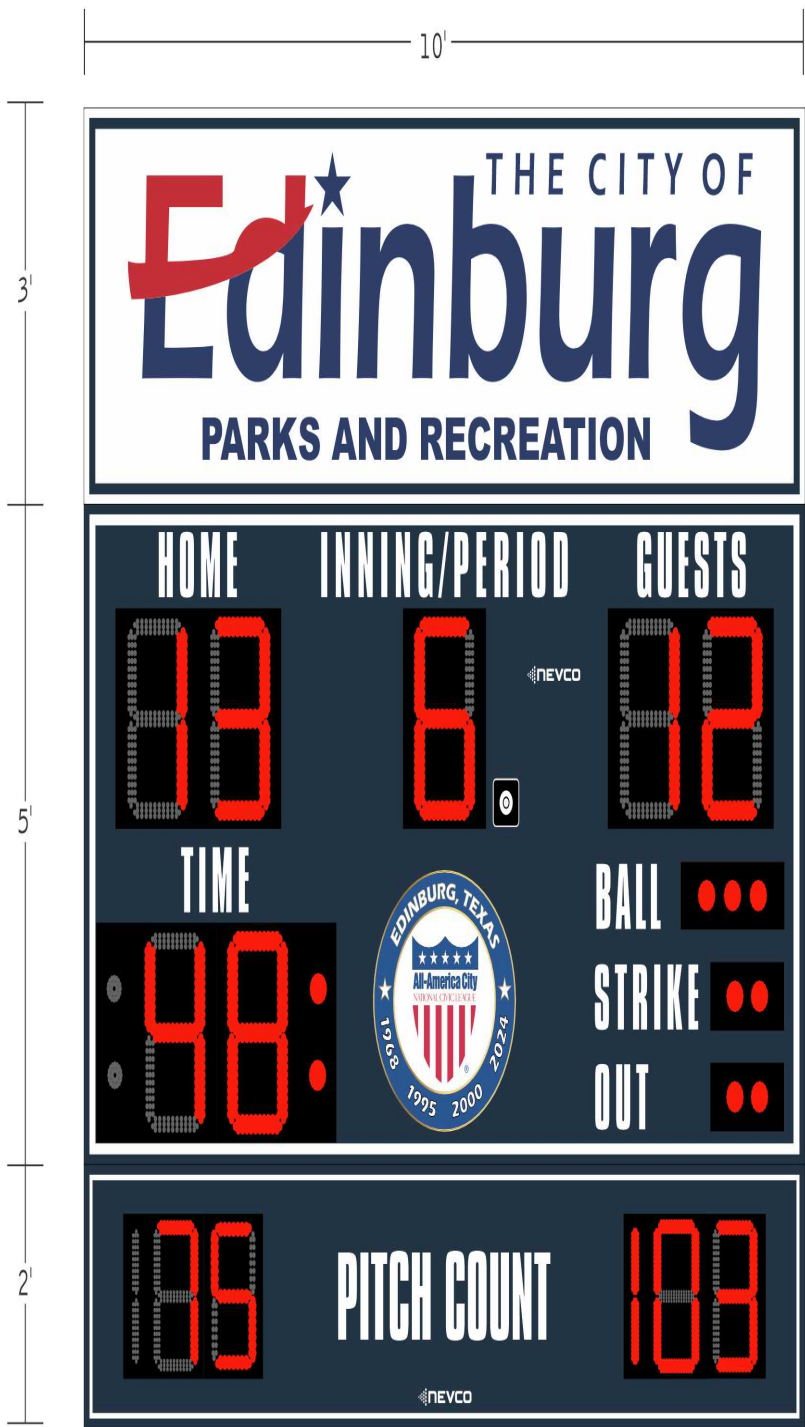
Leasing Program

If your purchase exceeds \$10,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your NEVCO scoring and display solution over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

- \$10,000 in total equipment cost = \$2,400 per year
- \$25,000 in total equipment cost = \$6,000 per year
- \$50,000 in total equipment cost = \$12,000per year
- \$100,000 in total equipment cost = \$24,000 per year
- \$250,000 in total equipment cost = \$60,000 per year

**Payments based on 5 year/annual payment in advance structure. Leasing is subject to credit approval and agreed upon documentation with Nevco’s lending partner. Contact your Nevco scoring and display consultant for additional options and details.



PROOF INCLUDES:

- **Model 1625 Timer Baseball/Softball LED Scoreboard**
(4) 10'W x 5'H x 8'D
Scoreboard Color: 185 Navy Blue
Digit Color: Red
Imprinted Logo: 24"W x 24"H
- **PCD-10-1 0-199 3-Digit Baseball/Softball Pitch Count LED Display**
(4) 10'W x 2'H x 8'D
Board Color: 185 Navy Blue
Digit Color: Red
- **Non-illuminated Sign**
(4) 10'W x 3'H

You may also be interested in these scoring accessories.



MESSAGE DISPLAYS & VIDEO



PITCH SPEED DISPLAY/RADAR GUN

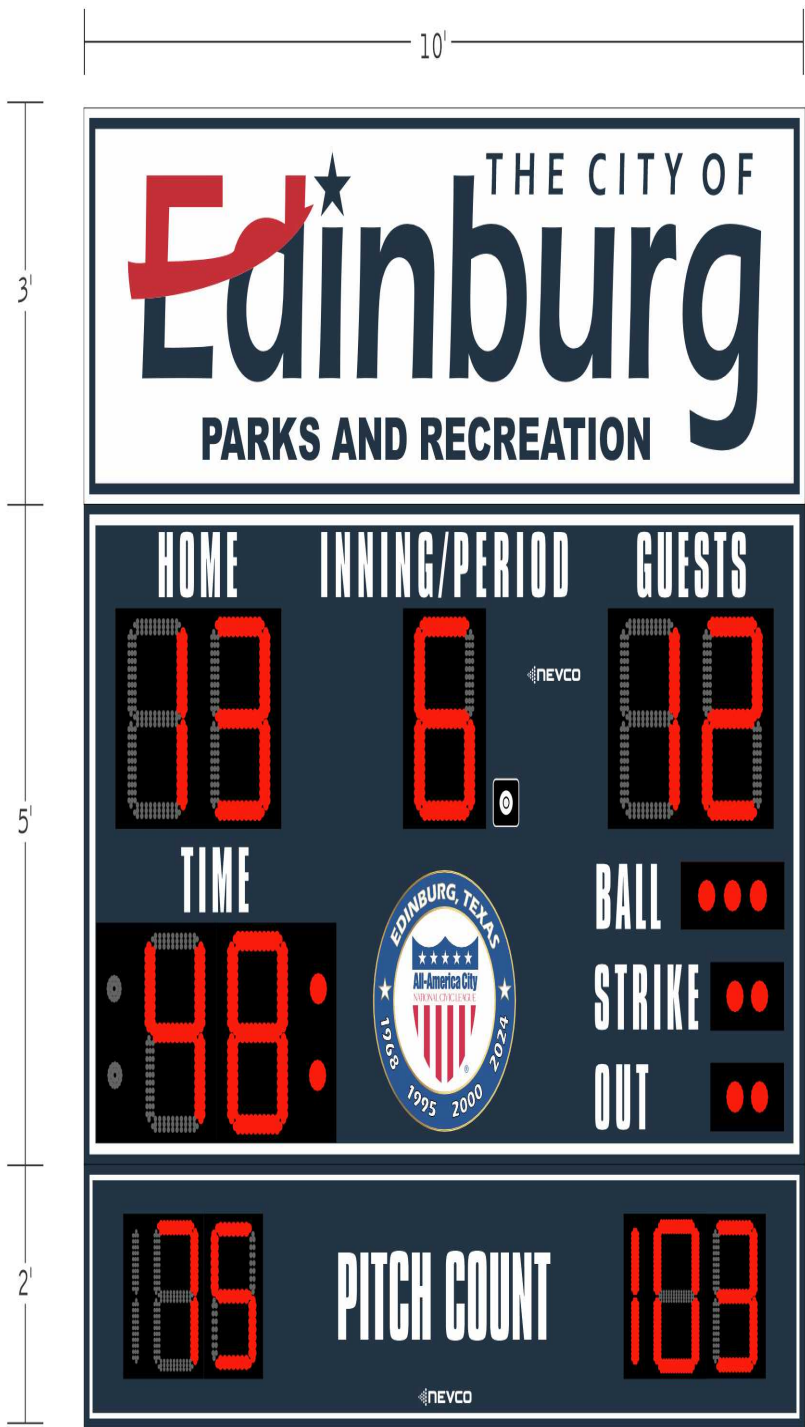


INTEGRATED DISPLAY AND SCORING SOLUTIONS

WWW.NEVCO.COM

SIGNATURE OF APPROVAL _____ DATE _____

This rendering is for conceptual purposes only. It may not be to exact scale or specifications and should not be used for installation purposes. Every effort has been made to make it as accurate as possible. Beams and or pillars are for illustration only. Engineering specifications may require changes in the quantity, size and/or shape of beams and pillars to meet installation requirements. Nevco assumes no obligations or liability regarding the viability of applicability of existing structures. THIS DRAWING IS THE PROPERTY OF NEVCO INC. AND SHALL NOT BE REPRODUCED, COPIED, SHARED or DISTRIBUTED WITH ANYONE OTHER THAN THE INTENDED STAFF OR CLIENT OF THE PROPOSED PROJECT WITHOUT THE EXPRESSED PERMISSION OF NEVCO INC.



PROOF INCLUDES:

- **Model 1625 Timer Baseball/Softball LED Scoreboard**
(4) 10'W x 5'H x 8'D
Scoreboard Color: 185 Navy Blue
Digit Color: Red
Imprinted Logo: 24"W x 24"H
- **PCD-10-1 0-199 3-Digit Baseball/Softball Pitch Count LED Display**
(4) 10'W x 2'H x 8'D
Board Color: 185 Navy Blue
Digit Color: Red
- **Non-illuminated Sign**
(4) 10'W x 3'H

You may also be interested in these scoring accessories.



MESSAGE DISPLAYS & VIDEO



FACILITY MARQUEE



PITCH SPEED DISPLAY/RADAR GUN



INTEGRATED DISPLAY AND SCORING SOLUTIONS

WWW.NEVCO.COM

SIGNATURE OF APPROVAL _____ DATE _____

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

CONSENT AGENDA

Agenda Item No: 14.E.

Change Order No. 1 - RFP No. 2023-008, Business 281 One (1) Million
Gallon Composite Elevated Water Storage Tank

1. **Agenda Item:**

Consider the Approval of Change Order No. 1 by Landmark Structures I, L.P., for the Business 281 One Million Composite Elevated Water Storage Tank to Increase the Contract Amount by \$44,350.00 and Authorize the City Manager to Execute any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**

On October 3, 2023, Landmark Structures I, L.P. was awarded the contract for the New Business 281 One Million Composite Elevated Water Storage Tank, in the amount of \$5,037,000.00. The proposed change order is to cover the cost of two additional logos, an LED color lighting system and additional construction days due to the added scope of work, weather delays and delays in power installation. If the change order is approved, the revised construction cost will be \$5,081,350.00 and the new substantial completion date will be January 30, 2025, with a final completion date of March 31, 2025.

Funding is available through the American Rescue Plan Act (ARPA) Funds.

3. **Staff's Recommendation:**

Approval of Change Order No. 1 by Landmark Structures I, L.P., for the Business 281 One Million Composite Elevated Water Storage Tank to Increase the Contract Amount by \$44,350.00 and Authorize the City Manager to Execute any Documents Related Thereto.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Approved - 12/13/2024
New -

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Change Order

CHANGE ORDER

NO. 1

PROJECT: Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank	DATE OF ISSUANCE: 12/11/24
OWNER: The City of Edinburg	
ADDRESS: 415 W. University Drive, Edinburg, Texas 78539	
CONTRACTOR: Landmark Structures	ENGINEER: Melden & Hunt, Inc.
ADDRESS: 1665 Hamon Road Fort Worth, Texas 76177	
CONTRACT FOR: Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank	ENGINEER PROJECT NO.: 21244.01

You are hereby directed to make the following changes in the Contract Documents.

Description: The contract was amended to include additional work within the scope, requiring the contractor to install two All-America City logos and an 8-color LED lighting system. Additionally, the contract timeline has been adjusted to account for the added work, weather delays, and delays in power installation.

Purpose: To ammend the contract as provided for in the General Conditions.

Attachments: Attachment "A" Description of Change Order Items

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$5,037,000.00	Original Contract Time: 460 calendar days days
Previous Change Order No.s: 0 \$0.00	Change from Previous Change Orders: 0 days
Contract Price prior to this Change Order \$5,037,000.00	Contract Time prior to this Change Order: 460 days
Net <u>Increase</u> or Decrease of this Change Order \$44,350.00	Net Increase of this Change Order 107 days
Contract Price with all approved Change Orders \$5,081,350.00	Contract Time with all approved Change Orders 567 calendar days days

APPROVED: DS NB Owner Mr. Gerardo Carmona, P.E. Utilities Director City of Edinburg	APPROVED: Signed by: Michael Wise 45000408008E8420 12/13/2024 Contractor Michael Wise, Director Project Controls, Landmark Structures RECOMMENDED: Allan F. Booe Engineer Allan F. Booe, P.E. Melden & Hunt Inc.
--	--

Attachment "A"
Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank
Description of Change Order #1 Items

The contract was amended to include additional work within the scope, requiring the contractor to install two All-America City logos and an 8-color LED lighting system. Additionally, the contract timeline has been adjusted to account for the added work, weather delays, and delays in power installation.

Item	Description of Items to be added to the contract as provided for in the General Conditions.	Increase/(Decrease) Contract Price	Increase/(Decrease) Contract Time
1	2 New All America City Logos.	\$19,700.00	0
2	8-Multicolor LED Lighting System. The proposed multi-color lighting system requires a lead time and installation period of 58 calendar days, setting a revised final completion date of March 31, 2025.	\$34,650.00	58
4	An additional 14 calendar days have been added to the contract due to weather delays. Furthermore, delays in the installation of power by AEP have resulted in an additional 35 calendar days. These setbacks have pushed the substantial completion date to January 30, 2025.	\$0.00	49
3	The electrical allowance of \$10,000 will not used and a credit will be applied to the contract.	(\$10,000.00)	0
TOTAL CHANGE IN CONTRACT BY THIS CHANGE ORDER		\$44,350.00	107



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

CONSENT AGENDA

Agenda Item No: 14.F.

Website Redesign Agreement Amendment

1. Agenda Item:

Consider Authorizing the City Manager to Amend the Agreement Between the City of Edinburg and Revize Software Systems for the Redesign and Development of the City Website and Execute All Documents Related Thereto. [Daniel Vera, Director of Information Technology]

2. Description:

On May 2, 2017, the City entered into an agreement with Revize Software Systems to redesign and develop its website. The agreement included an option for the City to renew annually for maintenance and support of the website redesign for up to four (4) years. After completing the four (4) annual renewals, the City became eligible for an additional website redesign. This Amendment outlines the terms and conditions for the renewal, as the City has fulfilled its obligations under the original agreement and will exercise the option to receive a new website redesign.

In addition to the redesign, the City has chosen to incorporate new features into the updated website. These features include the development of a new site map, content migration, unlimited design revisions, and a curated smart search, for a one-time fee of \$5,050.00. The City will also continue paying an annual support and maintenance fee of \$11,900.00 for the next four (4) years.

Funding is available in the FY 2024-2025 General Fund Operating Budget, IT Department, Rents & Contractuals.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Amend the Agreement Between the City of Edinburg and Revize Software Systems for the Redesign and Development of the City Website and Execute All Documents Related Thereto.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Daniel Vera, Director of
Information Technology

Attachments:

A. REVIZE AMENDMENT (1)

**AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN CITY OF EDINBURG AND
REVIZE SOFTWARE SYSTEMS FOR SERVICE CONTRACT PURSUANT TO
RFP NO. 2017-012**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Amendment Number 1 to AGREEMENT BETWEEN CITY OF EDINBURG AND REVIZE SOFTWARE SYSTEMS PURSUANT TO RFP NO. 2017-012 FOR Redesign and Development of the City Website, is hereby entered into by and between the City of Edinburg (hereinafter called “City”), and Revize (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, on May 2, 2017, the City and Contractor entered into an AGREEMENT BETWEEN CITY OF EDINBURG AND GALLS, LLC, PURSUANT TO RFP NO. 2017-012 FOR REDESIGN and DEVELOPMENT OF CITY WEBSITE (hereinafter “Agreement”), a copy of said Agreement is attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the Agreement allowed for City to continue to renew annually for maintenance and support of the Website Redesign subsequent to the initial term and upon completion of four annual renewals the City would be eligible to receive an additional website redesign; and

WHEREAS both City and Contractor now desire to amend the Agreement to set out the terms and conditions of the renewal term as City has fulfilled their obligations under the existing Agreement and the City has exercised the option to receive a new website redesign, as allowed.

NOW, THEREFORE, the Agreement is hereby amended by including the following:

1. City has exercised its option to receive a website re-design at no cost to City as City has fulfilled their obligations under the existing Agreement.
2. Upon receipt of the website re-design, Contractor will have completed their obligations under the existing Agreement.
3. Upon receipt of the website re-design, City thereafter agrees to four additional annual renewal terms for the maintenance, support and migration of the new website re-design in accordance with the schedule as set forth in the attached Exhibit "B".
4. All other provisions of the Agreement not specifically in conflict with this Amendment Number 1, shall remain the same.

This first 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 _____, 2024.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
P.O. Box 1079
Edinburg, TX 78540-1079
Phone: 956-388-8207
Fax: 956-383-7111

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Josephine Ramirez-Solis, City Attorney

CONTRACTOR:
REVIZE DESIGN SOFTWARE SYSTEMS

BY: _____

Chief Technology Officer
1890 Crooks, Suite 340
Troy, MI 48084

ATTACHMENTS:

Exhibit A (AGREEMENT BETWEEN CITY OF EDINBURG AND REVIZE FOR WEBSITE REDESIGN)
Exhibit B (Maintenance and Support Schedule)

**EXHIBIT “A” TO AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN CITY OF
EDINBURG AND REVIZE**



CONTRACT NO.

City Council Approved:

C-232-17

May 2, 2017

To:

Richard M. Hinojosa, City Manager/Dora
Leo Gonzalez, IT Director
Myra Garza, 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

Consider Awarding RFP No. 2017-012, Redesign and Development of City Website to Revize Software Systems; and Authorize the City Manager to Negotiate and Enter into a Service Agreement Not-to-Exceed \$76,700. [Sonia Marroquin, Assistant City Manager]

Comment:

5-16-17 Leo: please forward to Revize for signatures and once signed, please route back to me for further processing.

06-30-17 Cris, please approve.

06-30-17 Dora, please have City Manager approve and return original to me for further processing. Thank you. (Note: We are processing this pending receipt of the executed Form 1295 per Leo per Sonia Marroquin).

07-03-17 Lorena, attached is Form 1295 for processing.

07-03-17 Leo, an original for your files and one for Revize.

07-03-17 Joe, an original for Central Files.

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
SERVICE CONTRACT §

**REDESIGN AND DEVELOPMENT OF CITY
WEBSITE CONTRACT BETWEEN THE CITY
OF EDINBURG AND REVIZE SOFTWARE
SYSTEMS**

The City of Edinburg (hereinafter called "City"), and Revize Software Systems herein called ("Contractor"), entered into an agreement for the Redesign and Development of the City Website.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain services in connection therewith; and,

WHEREAS, Contractor represents that it has the knowledge, ability, and personnel to properly provide services needed by the City;

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

**SECTION I
EMPLOYMENT OF CONTRACTOR**

City agrees to employ Contractor to provide the following basic services as stated in the following sections and as stated in the Scope of Services under RFP No. 2017-012 and the Proposal submitted by the Contractor attached hereto as Exhibit "A." Upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

**SECTION II
BASIC SERVICES OF CONTRACTOR**

The Contractor agrees to perform the work in connection therewith, under the terms as stated in Exhibit "A;" and at his/her (its or their) own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated.

The Contractor's proposal will include Support and Maintenance as listed in the Sales Agreement at a cost of \$55,400.00 for year one with an option to extend support and maintenance on a year to year basis at a cost of \$11,900.00 annually. If the City maintains the agreement for a five year period, the Contractor will provide the City with a "Free Re-design" during year four. If the City chooses to not extend the Agreement, the City will maintain 100% ownership of the website template source code, Content Management System, and any data put onto the website allowing the City to move the website to a hosting service of its choice.

SECTION III

TIME OF PERFORMANCE

The Contractor shall provide service beginning on ____/____/____ thru ____/____/____.

"Time of Performance is estimated to be 6/15/2017 through 11/5/2017. Official start date will be the date of Contractor's on-site kick-off meeting in Edinburg TX. The time for completion after that meeting is projected as approximately 20 weeks. City agrees to respond to Contractor questions within 24 hours. City also agrees to approve design concepts or request changes to design concepts within 24 hours. Delays in response may push the project completion beyond the initial 20 week time line. Requested changes to the project scope that change Contractor's expected completion date will be estimated at the time of request. Contractor agrees to take every reasonable step to meet this projected timeline."

SECTION IV

TERMS OF PAYMENT

City agrees to pay Contractor for services herein contracted for as follows:

- A. The total compensation to Contractor as proposed equals **\$55,400.00** dollars.
- B. Additional content migration, if requested, is available for \$3 per page or document
- C. Both parties must agree in writing to any changes in cost or content to the sales agreement and project.
- D. Invoices shall be completed and processed in accordance with City regulations.
- E. City shall authorize and release payment once project is 100% complete and website is approved and in production. Upon submission of invoice, City shall issue payments within thirty (30) days after receiving, reviewing and approving request for payment.

SECTION V

NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days' written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION VI

MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

- A. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

- B. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to The CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to The CITY hereunder.
- C. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- D. A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of The CITY consistent with potential exposure of The CITY under the Texas Tort Claims Act;
- E. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. Seq.

Certificates of insurance naming The CITY as an additional insured are attached hereto as Exhibit B. 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.

Contractor shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

SECTION VII

TERMINATION OF CONTRACT

1. This contract shall remain in effect until completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
 - a) Meet delivery or completion schedules, or
 - b) Otherwise perform in accordance with the accepted proposal and this agreement.
2. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

SECTION VIII

SEVERABILITY

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 IX

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION X

NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XI

HOLD HARMLESS CLAUSE

Contractor agrees to and shall indemnify and hold harmless and defend City, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of any 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 operations of the Contractor, its agents, officers and employees, carried out in furtherance of this agreement. This indemnification is intended to include but not be limited to an indemnification by Contractor to protect City, its officers, agents and employees from negligence of the Contractor that results in injury, death or damage.

SECTION XII **ASSIGNMENT**

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIII **SUCCESSORS AND ASSIGNS**

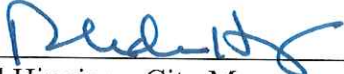
City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement.

SECTION XIV
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2017.

CITY OF EDINBURG:

BY: 
Richard Hinojosa, City Manager
City of Edinburg
P.O. Box 1079
Edinburg, Texas 78539
956-383-7111
rhinojosa@cityofedinburg.com

ATTEST:

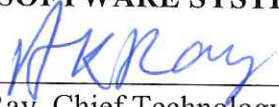
BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

Palacios, Garza & Thompson, P.C.


City Attorney

REVIZE SOFTWARE SYSTEMS

BY: 
Akshaya Ray, Chief Technology Officer
Revize Software Systems
1890 Crooks, Suite 340
Troy, MI 48084
Fax – 866-346-8880
Email – thomas@revize.com

ATTACHMENTS: Exhibit “A” – RFP 2017-012 and Contractor’s Proposal



REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, 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 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, February 20, 2017**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP #2017-012 REDESIGN AND DEVELOPMENT OF CITY WEBSITE

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or via email at lfuentes@cityofedinburg.com.

Hand Delivered RFP'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

REDESIGN AND DEVELOPMENT OF CITY WEBSITE

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response, One (1) original marked "**ORIGINAL**," and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s 60 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

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

NO RESPONSE TO RFP

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

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

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for REDESIGN AND DEVELOPMENT OF CITY WEBSITE as specified.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

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

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

(23) 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.

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.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

(26) 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.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(27) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

(29) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, February 20, 2017 until 3:00 p.m.** for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the **RFP 2017-012 for "REDESIGN AND DEVELOPMENT OF CITY WEBSITE"**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

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Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

(30) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. 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 www.cityofedinburg.com.

RFP PREPARATION COSTS

(31) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(32) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and

amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(33) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

1 Introduction

1.1 Overview

The City of Edinburg has issued this Request for Proposal (RFP) in order to select and contract with a company ("vendor") to redesign/develop the City website www.cityofedinburg.com to a modern, highly attractive and responsive web design.

The City of Edinburg is seeking proposals from highly qualified, experienced website development companies to redesign/develop and implement its public-facing website. The chosen strategic partner must be a firm that has experience in managing local government website design projects or with customers of the same size and requirements. The chosen vendor/partner must also have expertise with best practices regarding:

- successful website redesign
- information architecture
- website development and deployment
- social media integration
- search engine optimization
- responsive design

This RFP does not obligate the City of Edinburg to award a contract or complete the project and the City of Edinburg reserves the right to cancel the solicitation if it is considered to be in its best interest.

1.2 About The City of Edinburg

The City of Edinburg is located at 415 W. University Drive

The population estimate... 80,836.

The City of Edinburg organizational structure consists of 34 City Departments and 865 City Employees.

The current website was developed by an in-house webmaster and is currently maintained and updated by City IT staff. The current website is hosted with GoDaddy.

1.3 City of Edinburg Contact Information

This RFP is issued by City of Edinburg, 415 W. University Drive 78540.

The points of contact for all questions or requests for additional information are:

Technical Inquiry Contact:

Leo Gonzales Jr.
Director of Information Technology
956-388-8201
lgonzales@cityofedinburg.com

Contracting Contact:

Lorena Fuentes
Purchasing Agent
956-388-8972
lfuentes@cityofedinburg.com

All contact with personnel employed by the City of Edinburg except for the contact persons named above with respect to this RFP shall be prohibited. Improper contact may constitute grounds for rejection of your proposal.

1.4 RFP Inquiries

All inquiries regarding this RFP including requests for additional information or clarification and proposed modifications or amendments to the RFP must be submitted via email to the Purchasing Agent, Ms.

Lorena Fuentes. The City of Edinburg will attempt to provide any assistance or additional information of a reasonable nature that may be requested by interested vendors. Telephone calls **will not** be accepted regarding this RFP.

Addendums to RFP to inquiries will be posted on the City's RFP website, located at <http://www.cityofedinburg.com/rfppacks.php>.

1.5 Terms of Service

The City of Edinburg wishes to engage a vendor for the duration of this project and for any needed on-going maintenance services. Specific deliverables related to the scope of work for this project will be included in the final agreement.

2 Goals and Background

2.1 Project Objectives and Goals

The primary objectives and goals of the Redesign and Development of Website are as follows:

Interactive and Engaging Website – We are seeking to redesign our website to include an intuitive, easy-to-use interface that allows residents, visitors and business partners to complete their tasks quickly and easily regardless of the device they are using. The solution should also be easy to maintain for our administrators and content creators, streamline business operations and increase productivity.

Purpose of our New Website – Our new site should:

- Serve the needs of all users by letting them easily find what they are seeking, providing them with access to key services on a 24x7 basis, allowing them to share information and interact with our staff.
- Promote transparency of our local government by making it easy for us to share and post information, and for our users to find and interact with the information.
- Represent or brand our community for residents, visitors, businesses and elected officials, and showcase our community in a way that highlights why this is a great place to live, visit and do business.
- Provide a pleasant and delightful experience to all users by making it easy for them to complete their tasks or find what they want in a straightforward manner.
- Be strategic and focus on making our content useful, interactive and engaging. We know that things will change in the future, and we want our site to adapt and remain relevant.

Customers – We take a broad customer-centric view of our community since we view anyone who visits our website or community as a customer. Our website is our digital front door and our goal is to focus on the needs of our customers, and on improving our interactions and engagement with our customer base.

Strategic Partnership – We want a vendor partner who understands the local government market, who will help guide us to where we want to be today, and provide ongoing services and support to keep us there in the future. If vendor/s interested in submitting a proposal do not have experience in creating websites of this magnitude for Local Governments, vendor/s must include in their proposal a list of references or clients in which experience shows services provided are of the same specifications and requirements.

Research Based Design – We want a site that meets the unique needs of our community, and are not looking for a cookie-cutter template solution. Our vendor should employ a strategic research-based and data-driven process to gather input, define expectations and design a consistent, user-friendly

navigation framework for the website that meets the needs of all users.

Responsive Site – Visitors to our site will utilize a wide variety of devices to access our website, including computers, tablets and mobile smart phones. Our new website should automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen. This will ensure that all users will be able to view our site, no matter what device they are using.

Accessible Site – Our new website should comply with World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA compliance) and Section 508 of the Rehabilitation Act of 1973. In addition, the vendor should follow best practices, voluntary standards and guidelines developed by the World Wide Web Consortium's (W3C) Web Accessibility Initiative (WAI), and train our users in creating accessible content.

Custom Coded or Content Management Solution – The new site should build upon proven and accepted website development standards using preferred languages such as PHP, MySQL, CSS/CSS3, HTML5, Javascripts, jquery, desktop and mobile compatible while maintaining flexibility to easily grow and add new functionality over time and with minimal cost. The solution should also accommodate existing auxiliary department sites to maintain a unique look and feel, but share overall infrastructure and features.

Simplify and Streamline Administration – The solution should:

- Simplify website administration, allowing users of all skill levels to update assigned sections of the website.
- Streamline business operations and reduce the amount of time that IT spends on enhancing and maintaining the site.

2.2 Target Audiences

Audiences served by the website will include:

- Residents and potential residents of varying backgrounds, reading and language ability
- Potential visitors to the community
- Businesses operating in the community and/or businesses looking to relocate to the community
- State/local government and non-profit agencies that support and complement our community's business
- Elected and appointed officials
- Community members and organizations
- Local and national media
- Local school districts and students
- Landowners and developers (resident and non-resident)

2.3 Our Current Environment

This is a summary of our existing website environment:

Existing Website – The existing website was launched in 2009

Content Management – The website consists of approximately 200 web pages managed by City IT Staff. Using the Adobe Creative Suite, the City website was custom built using programming languages such as PHP, MySQL, CSS/CSS3 and Java.

Content Strategy – Approximately 200 pages are managed using Adobe Creative Suite. We anticipate a significant reduction of the number of pages on the new website and would like vendors to provide best practices and possibly, additional training or consulting services, for content strategy. Vendors should also provide best practices and suggestions for developing content with plain language standards.

Website Documents – The site contains numerous Word, Excel and PDF documents.

Website Platform – The site has been developed using the Adobe Creative Suite platform.

Website Hosting – The site is hosted by GoDaddy.

3 Scope of Work

3.1 Vendor Experience and Development Criteria

Vendors with experience developing local government websites is preferred. Vendors with experience in developing and managing websites for clients meeting the same needs and capacity as the City will also be considered. Vendors must supply references, number of years of experience and expertise of staff.

Additional development criteria include:

Collaborative Effort – The website will be developed through the cooperation of the City of Edinburg and the vendor, and facilitated under the supervision of a dedicated project management professional in the direct employ of the vendor.

Skilled Team – Vendor will supply a team of user experience, design and development professionals to supplement the development process led by the project manager. This team should include staff members skilled in both local government and private sector (of same size requirements) website user experience, navigation and information architecture, website design, accessibility, and support and training.

Proven Custom Development Process – Vendor should have a proven custom development process and flexible timeline structure that favors the availability and time commitment of the City of Edinburg. Custom Development standards should involve using PHP, MySQL, CSS/CSS3, HTML5, Javascripts, jquery, desktop and mobile compatible.

Proven Content Management System – The proposed content management software must be a proven platform for website development and local government website architecture. Development that is requested and approved by the City of Edinburg should be performed by the vendor utilizing agile software development methodologies that encourage collaboration between the developer and the City of Edinburg.

Internal Development Staff – The City of Edinburg prefers a vendor utilizing its own development staff. Vendors needing to subcontract any part of the project will not be considered.

3.2 Design Guidelines and Qualifications

The design of the website should be welcoming, attractive and created by a member or members of the vendor's professional design staff. The final version of the design should be a collaborative effort between the City of Edinburg and the vendor, incorporating elements that effectively represent the City

of Edinburg's brand and image through a data-driven and consultative development process.

The vendor should utilize a data-driven design process to gather information to complete a comprehensive Redesign and Development of City's website. The techniques should include the best practices of usability and user experience:

Stakeholder survey – the vendor should survey key stakeholders – elected officials, city management, department directors and staff, content creators, internal users with the purpose of validating goals and tasks for the new website.

Site analytics – the vendor should utilize historical site analytics to understand patterns and information useful to the development of the new site.

Mobile usability – the vendor should analyze the current site for mobile usability and review the mobile site statistics to understand the needs of the current visitors.

Specific design guidelines include:

Accessibility – Website design and associated elements should comply with WCAG 2.0 and Section 508 of the Rehabilitation Act.

Consistent Website Design – Website design must remain consistent throughout all pages to maximize usability, except where differentiating between departments or sections of the website as requested by the City of Edinburg.

Design Overview – Website design must be visually appealing, incorporating the City of Edinburg's colors and logo where appropriate.

Design Process – The vendor shall develop an original design using a CMS or custom coded using PHP, MySQL, CSS/CSS3, HTML5, Javascripts, jquery, desktop and mobile compatible for the City of Edinburg and over a period of time during the development of the website, consult with key members of the City of Edinburg's website redesign committee to make revisions and alterations to the vendor's original design submission.

Easy Updating – Design elements should include background images, photographs, logos and buttons that are easily updated or swapped out by our staff at any time and without incurring any additional implementation or update charges.

Website Design and Content Ownership – Ownership of the website design, code and all content is to be transferred to the City of Edinburg upon completion of the project.

3.3 Responsive Website

The vendor is expected to produce a responsive website for the City of Edinburg to meet the needs of users accessing the site on a variety of devices, including computers, tablets and smartphones. Vendor must have proven success in previous responsive design projects. The solution should automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen. This will ensure that all users will be able to view our site, no matter what device they are using.

Responsive site creation that includes, but not limited to:

- Clean visual design incorporating the City of Edinburg's logo and branding as identified in

3.2.

- Creation of responsive pages
- Creation of fluid grids
- Navigation redesign
- Image adjustments
- Ability to adjust or modify responsive views on individual pages

3.4 Website Functionality

The vendor's proposed custom coded/content management system (CMS) should provide the core of the entire development process, being both the platform for development and/or the tool by which system administrators and contributors can update the new website. The website may feature plug-in applications or modules that enhance the functionality of the website, though core features should center around ease-of-use, and flexibility. If Custom coded, website must be developed using PHP, MySQL, CSS/CSS3, HTML5, Javascripts and jquery. The Custom Website must be functional on desktop and must be mobile compatible.

The CMS/Custom Coded website design must allow non-technical content contributors the following abilities:

Content Management – A way to add and delete content directly on an assigned webpage without the need to utilize or be trained on a back-end administrative system (i.e. HTML)

Content Expiration – Notification of expiration of site content shall be received by content owners through notifications available via the CMS or other method of notification such as email.

Content Preview – Content publishers must have the ability to preview changes prior to publishing on the site.

Content Scheduling – Content added to the site, whether as part of page content or additions to plug-in applications or modular elements shall feature delayed posting and automatic expiration abilities.

Online Help and Training Videos – 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums.

Spell Check – Editor should include spell-check functionality.

Support Access – Trained content creators of the CMS shall have access to live support via email or phone during vendor's normal business hours.

Rich Text Editor – The CMS website must have an advanced rich text editor for content additions and updates that, while allowing flexibility for higher-end content contributors, is simple and straightforward, giving basic content contributors a basic set of fewer options to alter established site styles.

The system shall also include the following features for use by administrative users:

CMS Activity Reporting – A report detailing all changes and activity taking place on the website through content contributors and administrators, which can be filtered by start and end dates, times, by content type and by action taken, and exportable.

Graphics Administration – Administration of on-site banners and graphics, with the ability to add new

banners and on-site graphical elements and assign those elements to specified areas of the site

Login History – A separate history report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user and whether or not the login attempt was successful.

Menu Administration – Administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and organization.

Permissions – Permissions shall be granted to users allowing access to only modify information or upload necessary documents that pertains to their departments.

Site Search Statistics – Access to site search statistics, including the ability to filter searched terms by date and time, which can also be exported.

3.5 System Administration

Broken Link Review – An administrative center for reviewing quality assurance, including detailing broken links on the website, including the referring page location so that links can be corrected.

Dynamic Menu Structure – A dynamic menu structure, with the ability to easily add, edit, move and delete menu items in multiple structural areas of the site.

SSL Certificate – If necessary, one or more SSL certificates to encrypt data contained in site transmissions.

Website Analytics – An administrative center for reviewing, filtering and exporting overall website statistics, including the ability to view statistics by page or section and presenting the information in a graphical representation.

3.6 Website Features

Advanced Site Search – Provide an internal site search that:

- Users should be able to sort search results by date, content, title or relevance; users should be able to filter by type of content and easily apply advanced search techniques, such as Boolean, if desired.
- Administrators should be able to tune the search results by using synonyms for common words or terms, and promote pages through the use of keywords.
- Search functionality should search web content as well as the contents of files (PDFs, Word Documents, etc.)
- Is contained exclusively within the City of Edinburg's site and not outsourced to an external page hosted by a search provider such as Google.

APIs, Import and Export – Major components should have import and export capabilities, and APIs should be defined.

Apply for Permits – Solution should have the capability for citizens to apply for permits and the ability to electronically track the different stages of the application process. Ability to integrate this process with the CRM managed processes already in place.

Calendar – Users should have quick and easy access to add, import, export and update calendar listings, with editing methods available through a direct, front-end interface or a robust back- end interface.

Contact Us Form – Capability for citizens to contact City of Edinburg staff through the use of a "contact us" form on the site for each division and department.

Department/Division Pages – A-Z Guide and Department/Division pages for navigating the site will be available, but as a secondary option; primary site organization will be citizen centric and function based.

E-Newsletter – Solution should have E-newsletter tool functionality.

Embedded Audio/Video/Media and Social Media – Easy embedding of audio, video, media and social-networking applications with associated embed codes.

Emergency Home Page – Solution should have ability to create and easily swap out home page for emergencies, voting results or other short-term purposes.

Event Calendar – An event calendar application that allows an unlimited number of calendar categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category. The following features should also be available:

- Capability to set up calendar events as single or recurring events, with options for daily, weekly, monthly or annual recurrences.
- Calendar events shall provide space for full descriptions including the ability to post images, tables and video within the description.
- The site visitor shall be able to view calendars by a list of events, a week view or a month view.
- Calendars shall be filterable by category, a start date and an end date, with the ability to search for keywords.
- Ability for site visitors to subscribe to updates from individual calendar categories through e-mail (HTML or plain-text) or SMS text messages.

FAQ Tool – Solution should have a FAQ application that allows an unlimited number of FAQ categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category.

Form Creator – Solution should have an online form development tool for the City of Edinburg to develop interactive forms:

- Ability to have unlimited categories of forms, with an unlimited number of forms in each category.
- Ability for citizens to complete and submit forms electronically.
- Method by which form data is stored in a database and can be exported in a usable format from the CMS.
- Capability to merge forms with other applications of the CMS.
- Ability to customize forms for other applications of the CMS and tie directly into those tools.

HTML Code – The solution should have the capability to view the HTML code of any individual page and directly add or alter the code as necessary.

iFrame Functionality – The solution should have iFrame functionality to seamlessly embed other documents within any HTML page. Examples of embedded content include videos, third party applications, Slideshare documents, etc.

Image Management – Image management tools for the addition of images to on-site content through web pages and modular elements associated with the CMS.

- Image editing abilities on uploaded images, including the ability to change opacity, resize images dynamically based on width and height, ability to constrain proportions, flip images, rotate images, crop images, restore images and save altered images as a thumbnail or alteration of the original upload or to replace the original upload with the altered image.
- Capacity to upload multiple images at one time and associate images with specific pages; the maximum file size should be no less than two (2) megabytes.
- Ability to preview images prior to association with on-site content.
- Ability to alter image properties, including image width, image height, capability to associate or disassociate width and height, border color, border width, image alignment, margins and application of CSS classes from overall website styles.
- Full accessibility options provided in an easy-to-use interface that promotes all image-based aspects relating to Section 508 of the Rehabilitation Act, including specification of alternate text and long descriptions.

News Posting – The solution should have the ability for use to post press releases, features stories and “what’s new” content on the site. News content should have an auto archiving functionality to archive posts after a certain time frame. The News should also have RSS feeds automatically available if desired by website visitors.

One-Click Social Media – Provide the ability to cross-post content from the CMS website to the City of Edinburg’s social networking accounts.

Remote Login and Update – Secure access for employees to work remotely and/or update the site through the use of a mobile device.

RFP Posts – Should include an RFP postings where RFPs can be posted along with amendments and updates. RFPs should be schedulable and should have the capability to automatically expire on a certain date to ensure that the site is always up-to-date.

RSS Feeds – Solution should have feeds to keep users and subscribers up-to-date on important events, news and announcements from the website. Users should be able to subscribe from any RSS reader.

Social Media Integration – Integrate Twitter and Facebook feeds and other social tools, including the ability to comment on specific pages and/or events through social media.

3.7 Ongoing Services

We are interested in understanding the ongoing services that you provide to all customers, such as:

Access to On-Demand Training Library – Do you have an on-demand library of training videos and materials?

Annual Consulting Hours – Do you offer a certain number of consulting hours as part of the base annual fee? Can these consulting hours be used each to help us keep our website fresh and engaging? For

example, we may have some mini-projects such as creating or redesigning buttons, refreshing images, etc.

3.8 Optional Services

We are also interested in understanding other additional professional services available with your solution:

Content Strategy – Do you offer any advanced training or assistance to help us with managing our content, working with users to write in the plain language style or review our existing content?

Dedicated Account Manager – Do you offer an option to have a dedicated account manager to contact for any support issues?

Health Check Analysis – Do you offer any ongoing services to help us monitor the health and usefulness of our site?

Monthly Office Hours – Do you offer monthly office hours where we can call in during a set time to get answers to non-critical issues?

Site Analytics Reporting – Do you offer ongoing assistance with helping us analyze our site statistics and recommending changes to make sure our website continues to meet our users' needs?

3.9 Technology/Platform Requirements

Browser Support – The City of Edinburg is looking for the new website to support mobile and desktop versions of Apple Safari, Google Chrome, Microsoft Internet Explorer and Edge, and Mozilla Firefox. The site should support all versions of the browsers that have been released within the last 5 years.

Page Load Time – The solution should ensure that pages load on an average of 1.5 seconds or less.

Programming Experience – Explain your firm's experience with other programming capabilities that would be useful in developing websites.

Responsive CMS Recommendation – The City of Edinburg is looking to have the vendor recommend a content management system. Explain your firm's experience utilizing recommended CMS in designing responsive websites.

Web and Database Servers – Preference will be given to vendors that split website management between web servers and SQL database servers in order to optimize load time and efficiency in the hosting environment.

3.10 Maintenance and Support

The vendor's CMS, including all features and modular applications associated with the CMS, must have qualified and available support included as a part of ongoing services to maintain the CMS, using guidelines, structures and materials meeting the following criteria: The Vendor must provide a level of support for ongoing maintenance and change requests.

Support – The vendor shall provide access to live support available via e-mail or phone during vendor's normal business hours. The support team must be fluent in the functionality and uses of both the website features, code, database and programming languages used in creating the website.

Support Materials – 24/7 access to support materials including, but not limited to: online training

manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums.

Support Service Level Agreement – In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantees of customer support as well as a service escalation process.

While website content updates are to be managed by the City of Edinburg through the website access provided for each city staff employee, vendor must commit to regular maintenance and updating of the CMS city website and associated applications for the purposes of keeping the existing software website up-to-date as well as introducing new functionality and applications.

Vendor shall commit to:

CMS Development Process – An internal process dedicated to reviewing new technologies and implementing development projects in order to provide a more robust CMS with additional features and applications. Creating a Custom Coded website based on the requirements listed.

CMS Improvements Website Maintenance – Regular maintenance of the CMS website to improve existing functionality and, when appropriate, take the City of Edinburg's requests into consideration.

CMS Website New Features – Rolling Ongoing upgrades of the solution website that strengthen and update the CMS's website functionality and associated applications.

Software Service Level Agreement – In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantees of upgrades and the dedicated process for improving the software website purchased by the City of Edinburg.

3.11 Additional Options

Although the City of Edinburg has these specific requirements, it is also interested in your ideas for the approach of redesigning the style of the City of Edinburg's website. We encourage respondents to consider and propose custom design alternative solutions and recommendations. We are particularly interested in specific web functionality that your company may have already developed and deployed for other customers.

4 Evaluation of Proposals

4.1 Evaluation of Submitted Proposals

The City of Edinburg intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. All proposals that are properly submitted will be evaluated using the evaluation criteria listed below. All proposals that are properly submitted will be evaluated by the Evaluation Committee that will make recommendations for the award.

4.2 Evaluation Criteria

This set of criteria will be used to evaluate each vendor's proposal. A contract will be awarded to the vendor that best satisfies the overall requirements of the RFP. Each proposal will be evaluated based on the level of creativity, differentiation and measurability.

- Local Government Experience and Capacity (20Points)
- Features and Function of CMS (20 Points)

- Technical Expertise (20 Points)
- Client List and References (20 Points)
- Pricing (20 Points)

4.3 Evaluation

Proposals will be distributed to the members of the Evaluation Committee for evaluation. The evaluation system consists of a 100 point system. The RFP will be ranked and evaluated utilizing the criteria set forth above.

4.4 Interviews and Demonstrations

Depending on the number of proposals received, the City of Edinburg may request to conduct interviews of some or all firms at which time the vendor will be able to present a demonstration of work experience. The firms should provide information on their proposed professional team members, i.e., applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contract for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Proposals (RFP). Similar experience gained through other clients should be substantiated by reference. A list and scope of the various projects for comparative purposes shall be included in an appendix. The firm shall designate experienced staff to completely and efficiently perform the work. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

4.5 Recommendation for Award

After the interviews and demonstrations have been conducted, the Evaluation Committee shall recommend to City Manager and City Council the Vendor of choice, based on the outcome of the interview process. The City of Edinburg reserves the right to award one, more than one, not to make an award or to cancel this RFP either before or after the date of the RFP response deadline.

4.6 Contract Discussions

Upon approval by the committee, the City of Edinburg shall enter into contract discussions, if awarded, with the Successful Vendor. If the terms and conditions of a contract cannot be successfully established within a reasonable amount of time (as determined by the City of Edinburg), then contract discussions will be terminated and contract discussions with the next highest ranking Vendor will commence. Negotiations shall continue at the sole option of the City of Edinburg until a contract is signed and approved as deemed most advantageous to the City of Edinburg or all proposals are rejected and the RFP is withdrawn.

4.7 Notice of Award

All vendors submitting a response to this RFP will be notified in writing of the award of a contract if and when an award is made. If no award is made, all vendors will be notified accordingly. For the purposes of this RFP, an award shall be deemed to have been made upon the completion of contract negotiations. The City of Edinburg may accept any submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the City of Edinburg. However, final selection of a company submitting a proposal for the Redesign and Development of the City of Edinburg's website is subject to the City Council approval.

The City of Edinburg reserves the right to accept one or more submittals or reject any or all submittals received in response to the RFP and to waive informalities and irregularities in the submittals received. The City of Edinburg also reserves the right to terminate this RFP and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

This RFP does not commit the City of Edinburg to enter in a contract, award any services related to this RFP, nor does it obligate the City of Edinburg to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

4.8 Insurance and Indemnity

If selected, company submitting a proposal will be required to comply with the Insurance and Indemnity Requirements established herein.

5 Vendor Qualifications and Obligations

The intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of an experienced and qualified professional companies to Redesign and Development the City of Edinburg's website.

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of one (1) original and two (2) copies of the RFP shall be submitted to the address on the cover letter. Letter of Intent from Surety Company to provide Payment and Performance Bonds shall also be required from the proposer as part of RFP.

5.1 Submittal

For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- Cover Letter - A brief introductory letter of representation.
- Executive Summary - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.
- Degree of Compliance - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications shall be listed and numbered in order of the respective article of the specification.

5.2 Contents

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

- UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.
- FIRM QUALIFICATIONS, PERSONNEL AND STAFFING: The CITY is seeking a contract with a competent firm(s); with a minimum of 5 year's experience of Redesigning and Development of Website for municipalities or OTHER organizations of the same size and specifications.
- Qualifications:
 - List Firm's qualifications and ability to perform the service requirements listed in the scope of work.
 - List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.

- Describe Redesign and Development of Website, including total number of employees (professional, technicians, and administrative.), number and location of offices, number and types of equipment to support this project. Describe any special equipment or facilities available to perform the requested work. Identify any tasks outlined in the RFP that would be subcontracted.
- Experience:
 - Number of years of experience in Redesigning and Developing websites for municipalities or organizations of the same size and requirements.
 - Relevant experience with projects of similar size and scope performed over the past five (5) years. For each project listed, include scope of services performed, date services provided and name, titles, and telephone numbers of each client or client's representative.
 - Specific experience with public entity clients, especially large municipalities. If company submitting proposal for Redesigning and Developing the City of Edinburg's Website has provided services to the City in the past, identify the name of the project and the department for which services were provided.
 - Provide the following information for key personnel to be assigned to this project:
 - Total year's experience
 - Primary work assignment for the project outlined in this RFP
 - Relevant experience with projects of similar size and scope.
 - Provide evidence of satisfactory performance on past projects
 - List assignments over the past five (5) years
 - Provide copies of outstanding service letters, letters of commendation, service awards, etc.
 - Provide five recent references who may be contacted for Redesigning and Developing Websites performance of similar services. For each reference, provide a current phone number and email address. References may not be present or former City employees.
- Quality of Service:
 - Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract
 - Describe company policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.)
 - If company has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or Security Consultant dismissed, the client's name, and the contact person's phone number.
- Proposal Pricing/Delivery - Pricing shall be inclusive for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. Proposal shall state all labor, materials, software and equipment necessary to complete the project.
- Contractor Background Information - This section should include a description of the Proposer experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that the City can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.

6 Selection and Schedules

6.1 Selection Procedures

The RFP shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

6.2 Proposal Ranking

A selection committee will evaluate and rank the written RFPs on a per project basis. After the RFPs have been ranked, the committee will make a recommendation to the City Council.

6.3 Negotiating Process

If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The City reserves the right to reject any and all RFPs.

6.4 RFP Submitted to

One (1) Original and two (2) copies of RFPs should be submitted to:

**City of Edinburg
c/o City Secretary
415 West University
P.O. Box 1079
Edinburg, Texas 78541**

RFPs must be submitted by no later than 3:00 p.m. on February 20, 2017.

7 General Contract Terms and Conditions

7.1 Contract

This proposal, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the successful Proposer and the City. No different or additional terms will become a part of this contract with the exception of a Change Order that is not to exceed 25% of the original proposal. If change order exceeds 25% of the original proposal, the City obtains the right to cancel contract.

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

7.2 Conflict of Interest

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

7.3 Confidentiality

All information disclosed by the City to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

7.4 Addenda

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the City Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

7.5 Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City purchasing staff.

7.6 Assignment

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the City Council.

7.7 Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

7.8 Submittal of Confidential Material

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by the City.

7.9 Minimum Standards for Responsible Prospective Proposers

A prospective Proposer must meet the following requirements:

- A prospective Proposer must affirmatively demonstrate their responsibility.
- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award;
- The City may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

7.10 Successful Proposer Shall

Successful Proposer shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

7.11 Proposals/Proposers Must Comply With

All federal, state, county and local laws governing or covering this type of service.

7.12 Termination of Contract

- This contract shall remain in effect until completion and acceptance of services or default. the City reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
 - Meet delivery or completion schedules, or
 - Otherwise perform in accordance with the accepted proposal.
- Breach of contract or default authorizes the City to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

7.13 Purchase Order

Execution of a contract does not obligate the City to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the City's discretion, as needed, and will be communicated to the company submitting proposal for Redesign and Development of Website through individual Purchase Orders

7.14 Invoices

The invoices shall show:

- Name and address of successful Proposer;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- The City Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

7.15 Payment

Payment will be made upon receipt and acceptance by the City of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

7.16 Ownership

All plans, prints, designs, concepts, images, etc., shall become the property of the City.

8 Award of Contract, Reservation of Rights

8.1 Number of Contracts

The City reserves the right to award one, more than one or no contract(s) in response to this RFP.

8.2 Advantageous Contract

The Contract, if awarded, will be awarded to the company submitting proposal for the Redesign and Development Website Submittal(s) is/are deemed most advantageous to the City, in comportment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of the City Council.

8.3 Final Selection and the City Council Approval

The City may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the City. However, final selection of a company submitting proposal for Redesign and Development of Website is subject to the City Council approval.

8.4 Remedy of Technical Errors

The City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. The City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

8.5 Preparation Costs

This RFP does not commit the City to enter into a Contract, award any services related to this RFP, nor does it obligate the City to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

8.6 Insurance and Indemnity

If selected, company submitting proposal for Redesign and Development of Website will be required to comply with the Insurance and Indemnity Requirements established herein.

ATTACHMENT I

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

- Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
- Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to the City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to the City hereunder.
- Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the City consistent with potential exposure of the City under the Texas Tort Claims Act;
- Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. Seq.

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.

ATTACHMENT II

Insurance Requirement Acknowledgement

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge the receipt of the City's required insurance limits. Said requirements:

Will be acquired within 10 working days after notification from the Department of Building Maintenance of proposal awarded by the City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and the City.)

Will acquire additional amount needed to meet the City's requirements within 10 working days after notification from the Department of Building Maintenance of bid awarded by the City of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$_____

Automobile Liability: \$_____ General Liability: \$_____

(*An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and the City.) OR

Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Building Maintenance Superintendent will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET
ATTACHMENT III

Project Requirements
Acknowledgement

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the City and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

ATTACHMENT IV

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

2. 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.

ATTACHMENT V

COMPANY PROVIDING PROPOSAL FOR REDESIGN AND DEVELOPMENT OF WEBSITE QUALIFICATIONS GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: _____(Full, correct legal name)

2 Address: _____

3. Telephone/Fax: _____

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

Yes____ No____

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

Yes____ No____

6. Where is the Company's corporate headquarters located? _____

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

Yes____ No____

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

_____ (years) _____ (months)

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

8. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No____

If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

_____ (years) _____ (months)

State the number of full-time employees at the Hidalgo County office. _____

9. 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. _____

10. Indicate person whom the City may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

11. 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. _____

12. 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.

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

ATTACHMENT VI

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for VIRTUALIZATION AND BACKUP SOLUTION ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Tab A – Interest Statement	
Tab B – Company submitting proposal for Virtualization and Backup Solution Qualification General Questionnaire (Attachment V in RFP)	
Tab C – *Project Requirements Acknowledgement (Attachment III in RFP)	
Tab D – Litigation Disclosure (Attachment IV in RFP)	
Tab E – Proof of Insurability (Letter from Insurance Provider and copy of current Insurance Certificate)	
Tab F – *Insurance Requirement Acknowledgement (Attachment II in RFP)	
Tab G – Letter of Intent from Surety Company to provide Payment and Performance Bonds. (Section 5 Vendor Qualifications and Obligations)	
Tab H – Submittal Checklist (Attachment VI in RFP)	
1 Original* and 2 Copies of Submittal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

Revize®

A Proposal for
**The City of Edinburg,
Texas**

Completely new. Completely amazing.



Thomas J. Jean

1890 Crooks Rd, Troy, MI 48084

Ph: 248-269-9263 x14

Fax: 866-346-8880

www.revize.com

2-16-17

Dear Edinburg Website Committee,

Thank you for considering Revize as your branding and web development partner.

For nearly two decades, Revize has been a leader in providing high quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work. Some of our great clients in Texas include Seguin, Wylie, Cameron County, Sulphur Springs, Fulshear, and Shavano Park just to name a few!

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Highlights of our proposal include:

- A full branding process with style guide included
- On-site Design Kick-off/Discovery Meeting
- Content consultation, writing, and expert content migration
- Mobile App with Push Notifications
- Public Service Request System with Mapping (included in mobile app)
- Agenda Builder
- HR and Permit Application
- 4 Automatic Technology Updates per year
- Mobile First Responsive Website
- Free redesign of all sites in year 4
- "Know you by Name" tech support
- Graphic staff available to you at during tech support hours

Revize Websites build engagement with your constituents.

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community's website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,

Thomas J. Jean

Thomas J. Jean
Government Relations Specialist/Account Manager
248-269-9263 x14
thomas.jean@revize.com

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Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly.

In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the ***right balance between the total cost of the solution and the quality of the design, online apps and user functionality***. In simpler terms, you need a solution that works for you and serves your constituents.

About Us:

With more than 1,200 municipal clients nationwide, Revize Software Systems is one of the industry's eminent providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps:

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors. Here you will find the communication tools you need such as:

- ✓ Public Service Request App
- ✓ Calendar of Events
- ✓ E-Notification Modules
- ✓ On-Line Payment Portal

- ✓ Facilities Reservations
- ✓ News Center with Facebook/Twitter Integration
- ✓ Emergency Alerts
- ✓ Online Forms / Survey Tools
- ✓ E-Newsletter Applications
- ✓ Job Posting and Tracking Module
- ✓ Public Records Request Tracker

Our Award-Winning Government CMS:

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. **With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more,** Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support:

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients ***in less than half the time it takes our competitors.*** Our training program is customized based on each client's needs, and **we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful.** Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.

Company Profile



REVIZE, LLC
FOUNDED: 1995
HEADQUARTERS: 1890 Crooks Road,
Troy, MI 48084
PHONE: 248-269-9263
WEB SITE: www.revize.com

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 1200 clients in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art **Revize Government CMS**. **Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads: The empowerment of people through simplified information management technologies.**

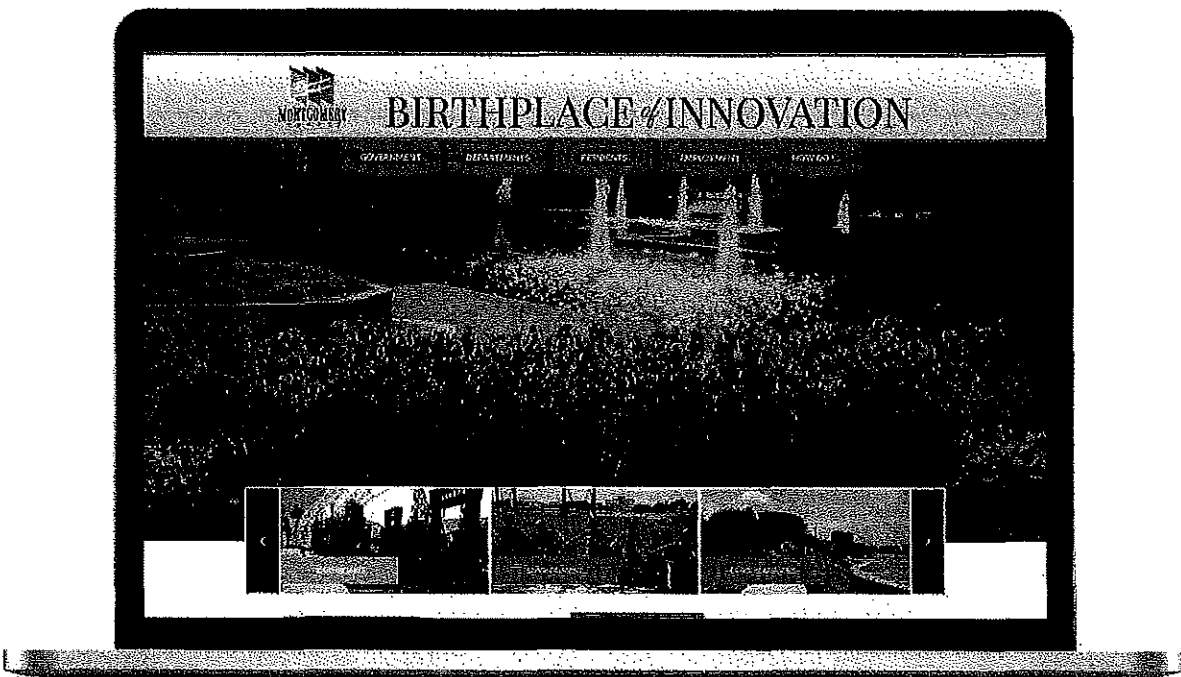
Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision.

While many municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information – ensuring that the right people always have the right information at the right time.

We are proud of our award winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry's top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.

Government Website Experience Montgomery County, Ohio

www.mcohio.org

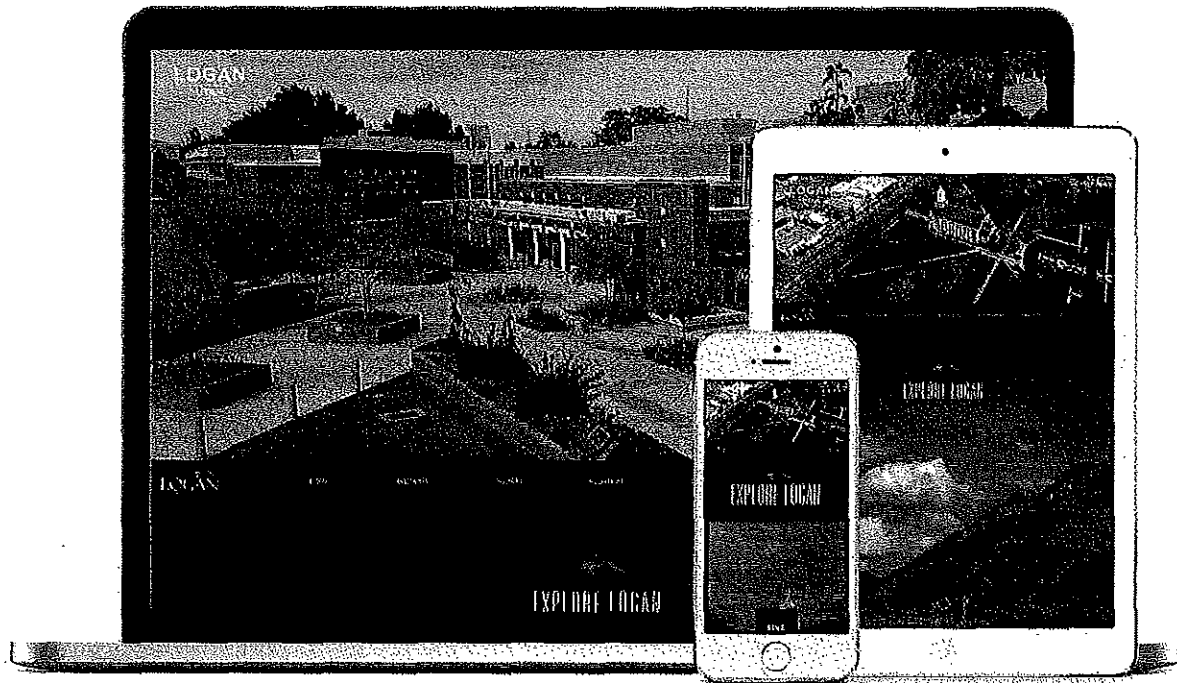


Details:

Montgomery County is a County of over half a million residents encompassing the City of Dayton, Ohio. Montgomery has many departments with varying levels of needs on the website. The success of any county website relies on balancing these departmental needs, whilst showcasing a unified vision. In this website, we did just that. While respecting the County's history, we also designed the site to be branded towards innovation. Users will notice that they can easily find the most important online services without having to search through line after line of text. All 3rd party applications are integrated in a way that was right for each particular department. This website is the perfect mix of functionality and design!

City of Logan, Utah

www.loganutah.org



Details:

Logan, Utah wanted a design unlike any City out there. With this design we pushed the limit of what people think when they see a City website. We integrated a video that plays on the full width homepage. In addition, this site features more scrolling than you may notice on more traditional websites. That is a good thing! Users are now, more than ever, viewing websites on their hand-held devices. Some estimates say this is as high as 60% of all internet usage! With more scrolling we are able to give the user a lot of information, without having to squeeze it into such a small space. We use images, icons, and interactive features to create an experience for the user. This type of design also allows us to extend the City's brand in a way that is unmatched in the industry!

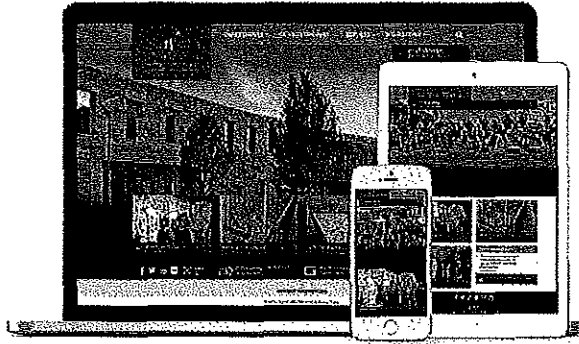
City of St. Petersburg, Florida

www.stpete.org



Details:

As Florida's 5th largest, St. Petersburg is an iconic City with something to offer everyone. Their goal was to bring that same mindset to the website. Whether you are a resident searching for your voting precinct or a tourist looking for the best beach, this website is your one-stop-shop for everything St. Petersburg. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage! This website is an elite representation of the power and beauty of the Revize process.

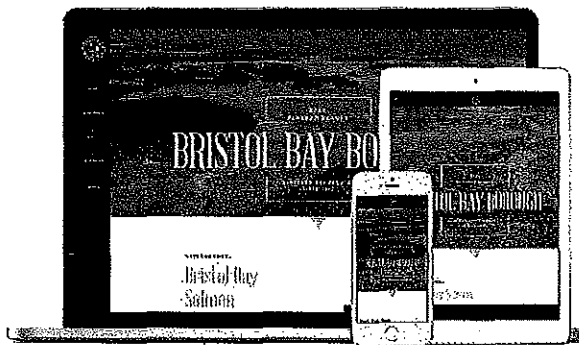


**WYLIE, TEXAS—
WWW.WYLIE TEXAS.GOV**

OBJECTIVE:

Responsive Web Design Details: City website designed to make you feel like you are in this charming community. The website not only functions as a community engagement center but has special SEO attraction for tourism interests with easy navigation!

Feature Spotlight: Members Center, Event Calendar, Document Center, Quick Links and Online Bill Payment



**BRISTOL BAY, ALASKA –
WWW.BRISTOLBAYBOROUGHAK.US**

OBJECTIVE:

Open Branding Responsive Web Design Details: Municipal website design to reflect the beauty of the area within seconds. Features a panoramic photo slider along with a next generation side navigation. Also features beautifully incorporated mega menus. This is not your average government website!

Feature Spotlight: Members Center, Event Calendar, Document Center, Quick Links and Online Bill Payment



**RUTHERFORDTON, NORTH CAROLINA
WWW.RUTHERFORDTON.NET**

Responsive Web Design

Details: The Rutherfordton website is not just a government website but provides an innovative image of the City that draws web visitors in. The home page features a clean entryway to resident and visitor information and multiple touch points to get to everyday topics of interest in one click.

Feature Spotlight: News Center, Upcoming Events, Document Center, Quick Links Fly out Menu and Social Media Sharing Bar

Government Account References

CLIENT: CITY OF MORRISTOWN, TN

Pavel Plasencia, IT Director

Office: (423) 585-1832

Email: pavel@mymorristown.com

Website: www.mymorristown.com

CLIENT: CITY OF WYLIE, TX

Craig Kelly, Public Information Officer

Office: (972) 516-6016

Email: craig.kelly@wylietexas.gov

Website: www.ci.wylie.tx.us

CLIENT: CITY OF ACWORTH, GA

Keith Wilson, IT Manager

Office: (770) 974-8844

Email: kwilson@acworth.org

Website: www.acworth.org

CLIENT: CITY OF LOGAN, UT

Jeff Compton, IT Manager

Phone: (435) 716-9050

Email: jeff.compton@loganutah.org

Website: www.loganutah.org

CLIENT: ARKANSAS CITY, KS

Andrew Lawson, Public Information Officer

Office: (620) 441-4415

Email: alawson@arkansascityks.gov

Website: www.arkansascityks.gov

CLIENT: CITY OF SULPHUR SPRINGS, TX

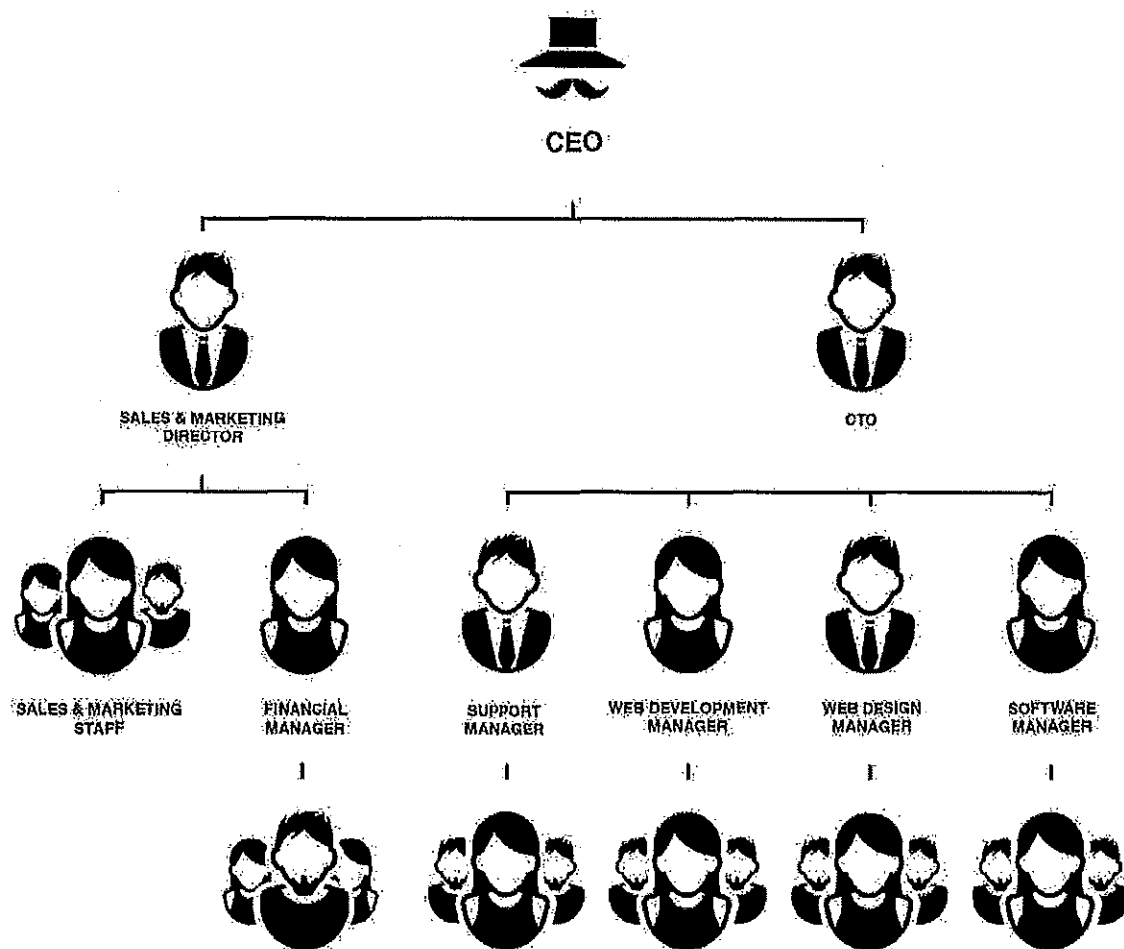
Shane Shepard, City Manager

Office: (903) 885-7541 ext. 741

Email: sshepard@sulphurspringstx.org

Website: www.sulphurspringstx.org

Revize Organization Chart



Why Choose Revize?

We Have Government Specific Experience and Outstanding Client Testimonials

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there's no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

We Will Build a Government Communication Center that Works for Your Community!

The Revize website design, Government CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and Government applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

We Build Superior Technology into Every Website with CMS Performance & Reliability That's Second to None.

What sets Revize apart from other companies? **Revize's superior technical architecture, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today.** By ensuring our client's data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center's tape back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community's website.

We Always Provide Knowledgeable, Friendly and Responsive Service!

All this, and a reliable IT partner too! Our website development is superior, and our Government CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry's best. We also provide a sophisticated backup

infrastructure which allows us to guarantee 99.99 percent uptime. Plus regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come

The Client Owns the CMS License and the Code!

We often hear the question: "What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?" The answer is 100% NO! As our client, you own the template source code, the CMS, and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning. If you decide to run the CMS in your own server, we can transfer the CMS license and software to your server as you own the license and you can run it from your server as long as you want.

Top Ten Reasons Why Revize gives you the Greatest Value!

- ✓ Modern, timeless and unique website design integrated with online Government apps
 - ✓ On-time delivery
 - ✓ Competitive pricing
 - ✓ Responsible stewardship of the organization's stakeholders
 - ✓ Full functionality to update and manage your website
 - ✓ All the tools/apps needed to increase communications with citizens
 - ✓ An easy CMS to train employees quickly
 - ✓ Extended phone and email support
 - ✓ Unlimited Upgrades: Revize provides unlimited FREE upgrades to new and existing modules at no additional cost to you.
 - ✓ 1,200+ satisfied government clients
- Unlimited Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.

"The Revize responsive website design is second to none for us providing an excellent experience for the growing number of residents, visitors and businesses accessing WylieTexas.gov on mobile devices. Our website's progressive look captures the vibrant culture of our community."—Craig Kelly, Public Information Officer, City of Wylie, TX

Awards & Accolades

Middletown, Pennsylvania

Digital Cities Survey



Genesee County, Michigan

Horizon Interactive Award Winner



The Revize Solution

Project Planning and Setup

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences. We don't utilize a "one size fits all" approach because it doesn't make sense. However we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

Dedicated Accounts Manager: Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

Dedicated Project Manager: Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.

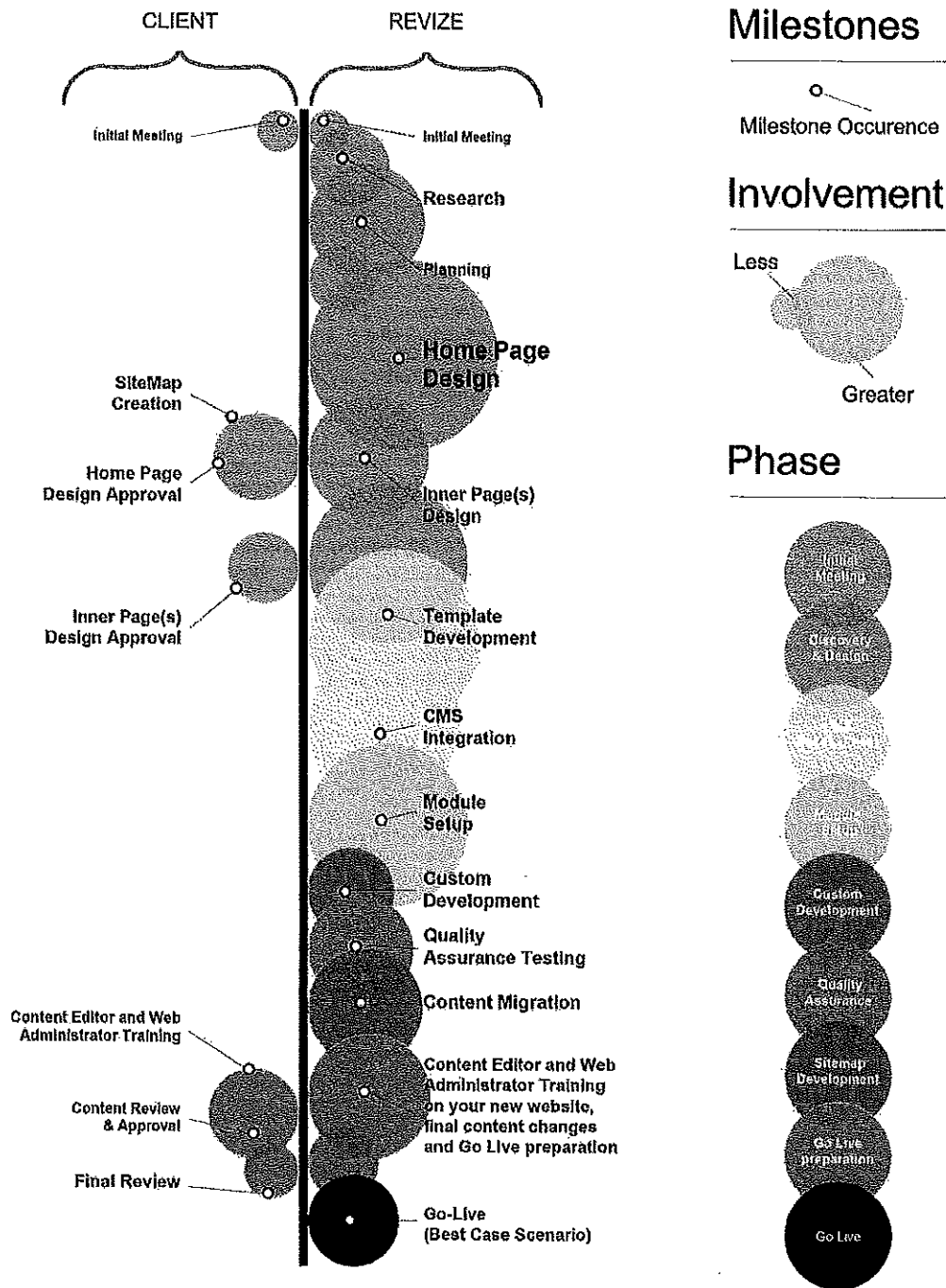
24/7/365 Project Portal Access: From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

The Revize Eight-Steps and Go Live!

Project Timeline

Phases	When	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	Weeks 1 thru 3	3 Weeks
Phase 2: Discovery & Design	Weeks 4 thru 8	5 Weeks
Phase 3: Template Development, CMS Integration	Weeks 9 thru 11	3 Weeks
Phase 4: Module Setup	Weeks 12 thru 14	3 Weeks
Phase 5: Custom Development	Weeks 15 thru 16	2 Weeks
Phase 6: Quality Assurance Testing	Week 17	1 Week
Phase 7: Sitemap Development / Content Migration	Weeks 18 thru 20	3 Weeks
Phase 8: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	Week 21	1 Week
Go-Live (Average)		16-21 Weeks

REVIZE PROJECT LIFE CYCLE



Phase 1: Initial Meeting, Communication Strategy, SOW

Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site. Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting. The questionnaire addresses various issues such as:

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site?
etc..

Phase 2: Discovery & Design

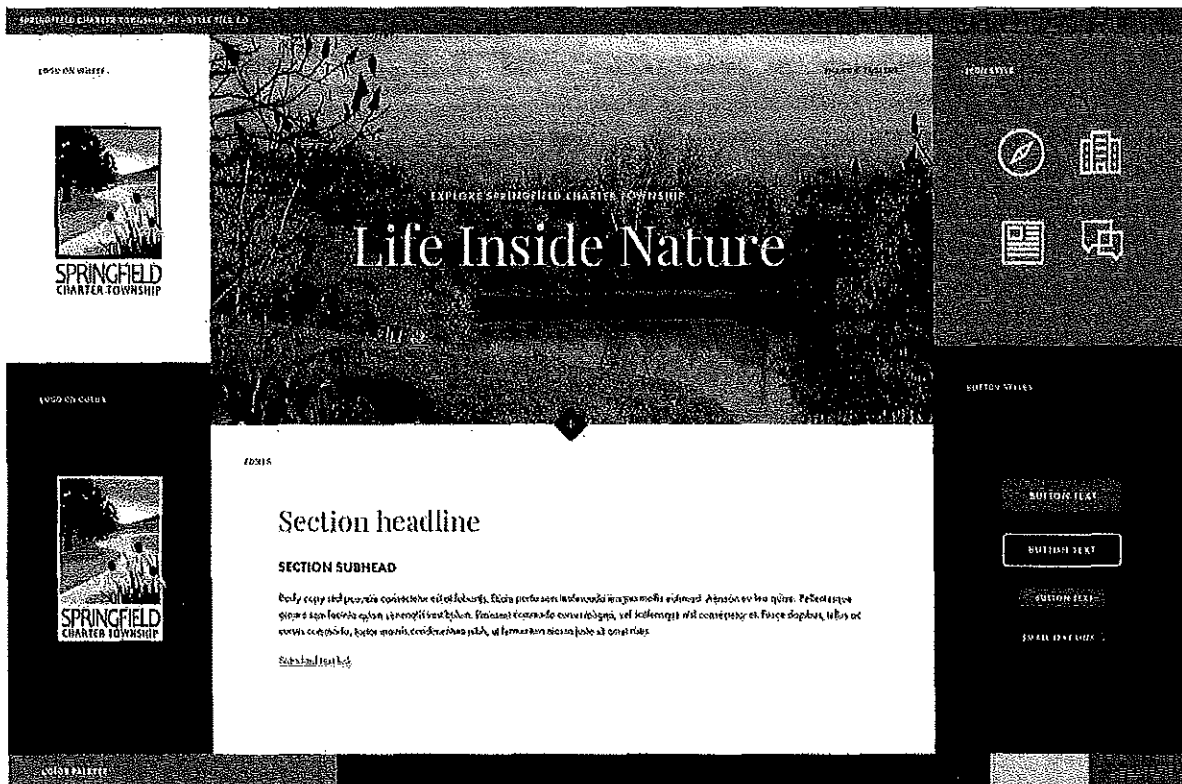
If there is client approval, we will collect feedback from the residents on the new design layout by setting up an online survey with a set of standard questions. The survey questions need to be approved by the client prior to our adding a link from your current website. This link can also be distributed through other channels like email, newsletter or any other form of communications you might be using to stay in touch with your residents. Usually there is a 1- to 2-week survey period. Once survey results have been tabulated and your needs have been determined, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It's about uncovering how your audience wants to be informed, and applying our 20+ years of web design and

development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning design!

Revize Provides a Website Style Guide

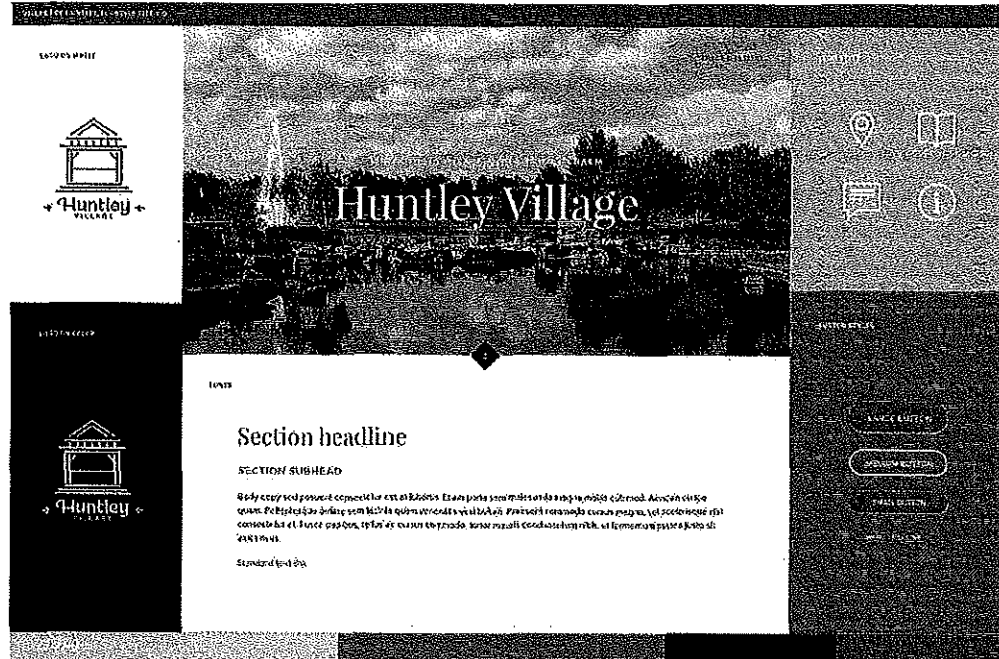
From all of the research that we have conducted, the surveys, the in-person meetings, and looking at historical information on the City we have what we need to get started on your brand. However, we take one extra step. And that step is providing you with a website style guide. This is a guide that brings together your logos, colors, branding, typography, image treatments, and overall branding into a style guide. While this extra step may add to the total project timeline, it makes a significant difference in your final design outcome. Your organization may already have a style guide, no problem. We have worked with many clients who do and we are able to incorporate that brand as if we created it ourselves!

Springfield, Michigan Style Guide

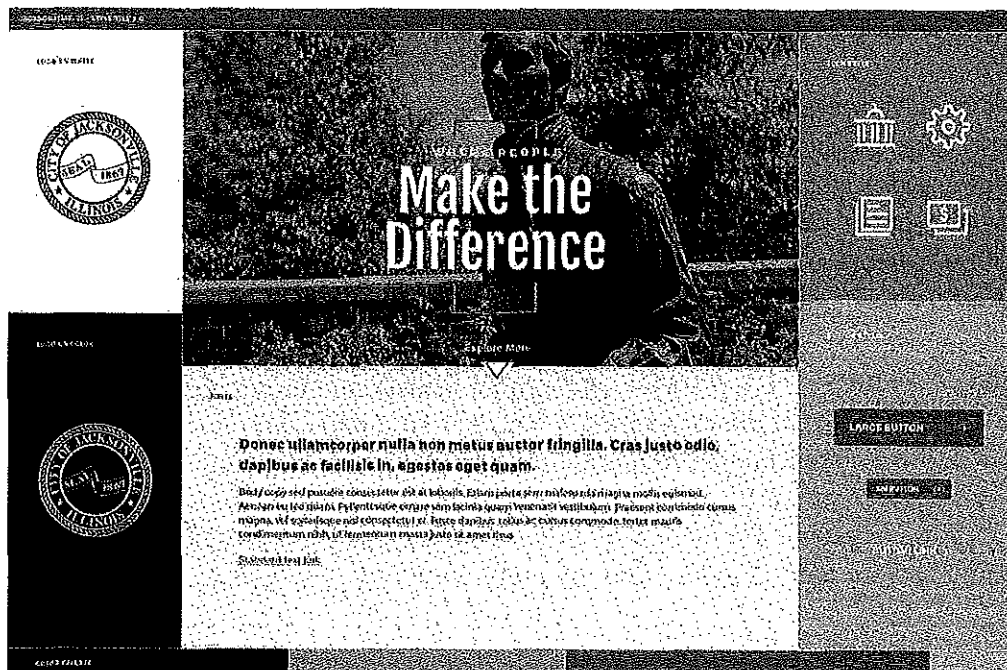


Take a look at how this style guide translated to a breathtaking website at the following link:
www.springfield-twp.us

Huntley, Illinois Style Guide (Rebrand and Website Still in Development)



Jacksonville, Illinois Style Guide (Rebrand and Website Still in Development)



Revize Design Principles

The Revize Web Application Developers are not only responsible for the look, functionality, and performance of your website. They are also responsible for the security of the web content and web-based applications they create. They ensure that the code supports secure authentication and authorization, and provides access control mechanisms as required.

Good design principles are always based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Our designers also pay meticulous attention to their use of shadows and gradients. To the layman's eye there may not appear to be a shadow, however on the website the font will appear sharper (or maybe softer depending on the amount of shadow used).

Of course color cannot be overlooked. Our designers first take the client's preferences, official logo colors, and pictures into consideration to create a color scheme consisting of no more than three colors. We then use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Last but not least is effective use of page elements such as call to action buttons, social sharing icons, email newsletter sign-up, and promotion areas. The ultimate goal is to provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer's job to guide the client in making appropriate placement choices for needed items.

Revize Design Trends

There are some exciting new design trends, and Revize is always on the cutting edge, implementing the best of these innovations in our websites. We are especially pleased at how effectively they are proving to be in increasing engagement in government websites.

#1 Responsive Web Design – The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. With the substantial increase in smartphone and tablet users today, people are going online using a vast number of devices with wildly different screen sizes. Our websites offer this very important feature of easily and cleanly conforming to computer, tablet and mobile device screens.

#2 Liquified Content – This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your community's content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and,

therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

#3 Image Tiles – This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a very visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging site visitors to comment or reply to items from directly within the image tile. This is an especially useful option for web pages promoting tourism.

#4 Parallax Scrolling – This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.

#5 Innovative Typography – This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

#6 Social Feeds – With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

Key Phase Objectives & Deliverables:

Over the past 20 years, Revize has mastered the art of designing government websites. The following steps are followed while designing new sites

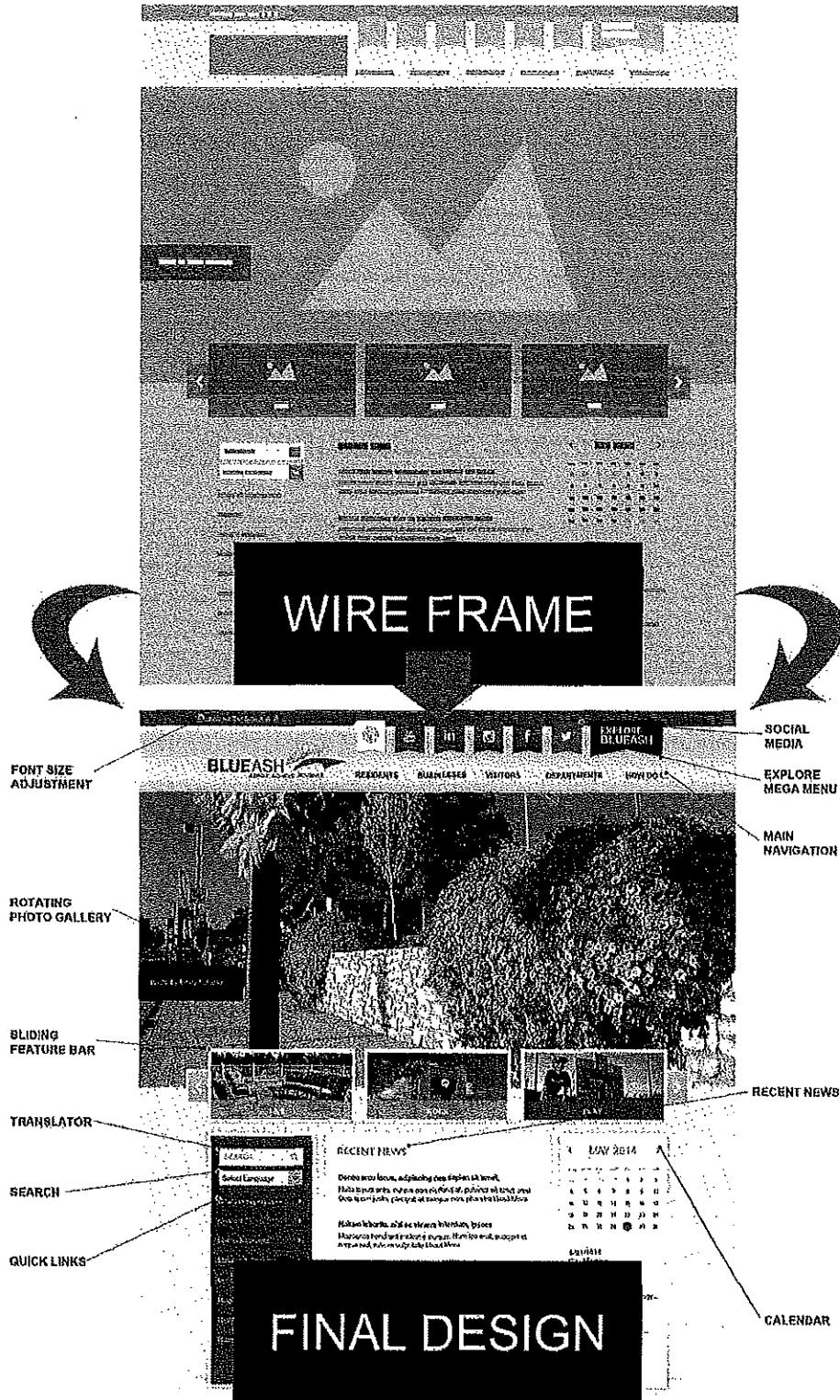
- ▶ **Establish Needs and Creative Direction:** Understand your objectives and requirements, and provide recommendations for effective online branding pertinent to your requirements, existing branding and your web audience's needs. The Revize designer will also conduct his own research in order to capture the character and "feel" of your area, which will inspire ideas for the overall design direction of the website.
- ▶ **Main Menu Navigation & Home Page Wireframes:** Work with you to establish a main-level navigational architecture and identify key items accessible from your

home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe*) for the home page.

- **Page Layout and module placement:** We will follow all the best practices to layout the different features and modules so that they can be easily accessed by your residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.

Please Note: The home page "wireframe" will simply serve as a realistic guideline in terms of content placement, but will not include the final text nor final imagery for this phase. Please see a sample wireframe to concept development snapshot in the next page.

WIRE FRAME TO CONCEPT



- ▶ **Design Deliverable:** The design concepts for this phase will be based on one or possibly two home page layouts. The client will review and provide design feedback to the designer for changes. Revize asks that clients have no more than three iterations of changes up to the point that the final concept is approved.
- ▶ **Final Home Page Sign Off:** When all changes have been made, Revize will present your final home page design and layout for approval. Customer approval is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.
- ▶ **Final Inner Page Sign Off:** When all changes have been made, Revize will present your final inner page designs and layouts for approval. Customer approval is required to proceed to the next phase, when the actual HTML & CSS is written.

Phase 3: Template Development, CMS Integration

First, the Revize development team will transform the approved designs from mere pictures into fully-functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API is provided to clients with our Advanced Training Program.

Phase 4: CMS Modules Setup

In this phase, all of the features and modules the client has requested will be set up, e.g. calendar, document center, picture galleries, alert center, e-Notify, etc. are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and you will receive all future updates to modules at no additional cost.

Phase 5: Custom Functionality Development

In this phase and according to your specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with your technical staff to obtain information and test information exchange and application functionality. This phase may overlap phases 2 – 4.

Phase 6: Quality Assurance Testing

In our testing phase, we ensure that your website meets functionality, performance and security standards. Our QA team uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, we perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. We also ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

Phase 7: Content Development / Content Migration

Revize will develop all of the pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website.. **There are no limits to the number of pages you can create after you have gone through training.**

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

Phase 8: Training Your Staff (in-person or web based training)

Once your website is ready for you to begin editing, you will be able to easily revise your content as often as needed. Revize will train you on how to operate the Administrative and Content Editor functions so you can manage your website. We typically provide this training on-site; however we can also provide on-line training for your staff if you prefer. For your convenience, training materials can be downloaded from the Revize website. After training, our friendly and responsive support staff is always here to answer questions and provide training refreshers as needed.

Standard Training Agendas

Basic Administrator Training (How to)

- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

Advanced Administrator Training (How to)

- Run back-end reports
- Run Google Analytics reports

Content Editor Training (How to)

- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

Training on use of specific Modules included, such as:

- Emergency Notification Center
- Public Service Request App
- Web Calendar
- E-Notify
- Quick Links
- Document Center
- Form Center
- News Center

- Frequently Asked Questions
- Request Center
- Bid Posting Center
- Job Posting Application
- RSS
- And more....

Final Phase: You Go Live!

At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

Marketing & Ongoing Consultation:

Revize seizes on every effort to make our clients' sites highly visible. We draft press releases for posting on our website and for distribution locally, and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site's exposure.

Search Engine Registration and Marketing:

Revize will input all the targeted keywords to make your web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on your site.

Training, Technical Support & Hosting

Free Training Refresher

Should members of your staff resign or retire, Revize will provide a second refresher training for your new staff members at no cost. The training would be followed by online video tutorials and links to downloadable training manual, so you will never lack the knowledge required to manage your website effectively. Our training team continuously improves our training materials to make sure that we teach all the tricks and essentials necessary to edit the content of the site and build new pages. The Revize support portal is accessible 24/7 to report any post-training issues so that we can take care of it right away.

Service Level Assurance

Our clients expect their websites to be up and running 24/7. Revize is proud to boast an impressive 99.99 percent uptime – the best in the industry. We constantly invest in the newest technology and innovations to ensure the smooth running of your website. However, in the highly unlikely event that your website is down for two hours or more, Revize will provide monthly prorated credit equal to one day of your annual service contract (example: Annual Service Contract divided by 365 days = daily credit). Each two hour increment will entitle you to one day of credit.

Unlimited Technical Support

The Revize technical support staff is available to assist you with content management and technical issues, 'round-the-clock, via either phone or email. You can contact Revize's friendly and knowledgeable support and customer service representatives 24/7 for assistance with our website solutions including our content management technology, online interactive tools, training and hosting services. Telephone support is available between 8 a.m. – 8 p.m. EST Monday through Friday (excluding federal holidays); email support and our customer online portal is available 24 hours a day 365 days a year.

Maximum Response Times:

- › 1 hour for crisis issues
- › 4-6 hours for critical issues
- › 24 hours for normal issues

Revize Support:

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...

Software Maintenance:

Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. **As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.** When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

Revize Maintenance Covers:

- 4 CMS upgrades per year
- Software and modules upgrades (Automatic Install)
- Server Hardware & OS upgrades
- Immediate bug fixes/patches
- 24/7 Round the clock server monitoring
- Data Center network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly newsletters on major feature updates
- Regular Webinars on CMS features and usage

Hosting Service

Revize has four state-of-the-art physical data centers located in Chicago, Detroit, San Diego and Houston with around-the-clock (24/7/365) monitoring of all server activities. Remote data backups are scheduled nightly with Carbonite data backup service. Additionally, Revize utilizes multiple Tier 1 bandwidth providers such as Level 3, Wiltel, and Cogent for redundancy and continuous connectivity. These procedures provide our clients with up to 500Mbps of fast fiber optic up-stream connectivity.

Revize hosts your web services on redundant (1TB Hard Drive, 3.2 GHz CPU and 32 GB RAM) servers in order to provide enhanced performance, as well as accurate security and data restoration for your website. The Revize technology architecture physically separates the CMS from the website in order to provide another layer of redundancy. With this model, we keep an up-to-the-minute exact duplicate of your website in the event your site must be restored. Revize support staff will simply republish your site within a guaranteed two hours (as opposed to the several hours or days timeframe our competitors offer).

Revize provides our clients with **unlimited** data storage server space for each website. Revize will host both your Extranet and Intranet; your Intranet is secure and only accessible by authorized users through a login system.

There are no special software requirements to run a Revize hosted website and CMS solution. We make it all very simple. All you need is an internet connection and a browser. We also provide complete maintenance of your website, which includes but is not limited to: OS patches, intrusion prevention, antivirus, and software upgrades.

Security

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

Security Controls and Protocols

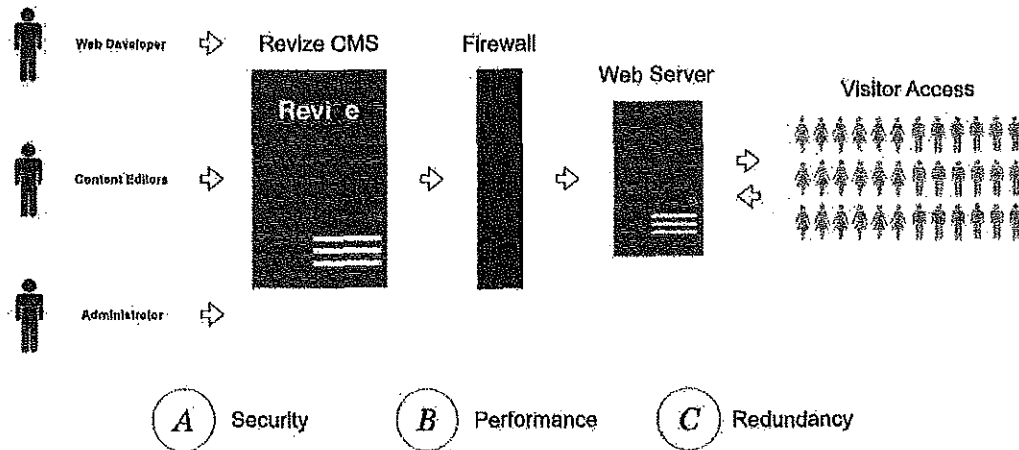
- › Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- › Shield Plus Security Bundle to prevent DDoS attacks
- › Intrusion detection and prevention software (such as file integrity checking software)
- › Host-based firewalls to protect CMS servers from unauthorized access
- › Patch management software
- › Security and Authentication Gateways
- › Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- › HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- › SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS

Application Security Authentication

- › **Role-Based Security:** Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- › **Permission-Based Security:** Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
- › **Global & Department Workflow Management:** Create workflow management and approval processes where authorized department personnel become approvers for department level content changes. Or create global workflow where all content changes are routed through one central approver.

Revize Technology Architecture

Revize Intelligent Publishing® WCM



The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

THOMAS JEAN

Government Subject Matter Expert/Proposal Manager

As a Government Subject Matter Expert, business development and account executive, Thomas has brought to Revize a very special skill set. Not only does he sell Revize products and services, he is also a genuine subject matter expert when it comes to the inner workings of government. As an elected Township Trustee in Genesee Township Michigan, he knows the advantages that come with modernizing the way government does business. Additionally, he serves as President of a registered 501c3 non-profit organization, Genesee Forward, that promotes community development. With his unique background as an elected official, president of a non-profit organization, and education from one of the nation's top universities, Thomas is uniquely experienced to give an honest and accurate assessment of your community's website needs.

- ▶ **Philosophy:** As a township trustee, I know the challenges that elected officials face and what is important to them. I very much enjoy helping them by showing them all of the advantages of modernizing a community's technology.
- ▶ **Education:** BA degree in Political Science from University of Michigan; studied under top government academics.
- ▶ **Expertise:** Business development, business management, government procedure, public affairs, community development.
- ▶ **Role on your website project:** Account and client management

JOSEPH J NAGRANT

Business Development Director

Joseph is an accomplished professional internet and website design consultant with more than 20 years of successful business development and account management leadership experience. He has worked with well over 400 townships, cities, counties, educational institutions, companies, and non-profit organizations. He's a foremost expert in translating technical solutions into compelling living websites and other online community building opportunities. Additionally, he is a board member for Mott Community College (Flint, MI) MTEC Center, IT Advisory Council, Education Advisory Group. He also participates in many government

discussions regarding the Internet for government use, including being a frequent guest on WDET (NPR) public radio and in The Detroit News. He has an excellent reputation for building and sustaining effective, long lasting client relationships.

- ▶ **Philosophy:** "Always put yourself in the client's shoes and do what is best for them."
- ▶ **Education:** BS in Electrical Engineering, Lawrence Tech University, MS in Business, Central Michigan University.
- ▶ **Expertise:** 29+ years of project, sales and marketing experience with government, education, corporate, and non-profit organizations.
- ▶ **Role on your website project:** Supervisor of account management between client and project team.

RAY AKSHAYA

Technical Director

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

- ▶ **Philosophy:** "Work Hard, Help People and Live Honest."
- ▶ **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge
- ▶ **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- ▶ **Role on your website project:** Technical Director

SAMIR ALLEY

Creative Arts Director/Lead Designer

Samir has more than a decade of experience in managing web site design projects. He has deployed 260+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client's unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

- ▶ **Philosophy:** "Empathy, Focus, and... Impute"
- ▶ **Education:** BS in Computer Science, Wayne State University

- ▶ **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- ▶ **Role on your website project:** Graphic design of website and backup support.

TOM GOODEN

Website Developer/ Graphic Designer, Illustrator

Tom is a senior front-end developer and designer with Revize with more than 10 years of experience in website development. He is highly skilled in his ability to leverage the latest technologies to create fast and innovative web solutions. He commands an intense, yet light-hearted creative presence at Revize, producing excellent design work.

- ▶ **Philosophy:** Design and development are constantly evolving, and learning new methods and practices gives me a "geeky" excitement. What I truly enjoy most is that I can create what is considered to be art, but at the same time serves a very functional purpose.
- ▶ **Education:** Associate Degree in Computer Science, Oakland Community College
- ▶ **Expertise:** Skilled in Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5
- ▶ **Role on your website project:** Graphic design of website and backup support.

DENISE BRAZIER

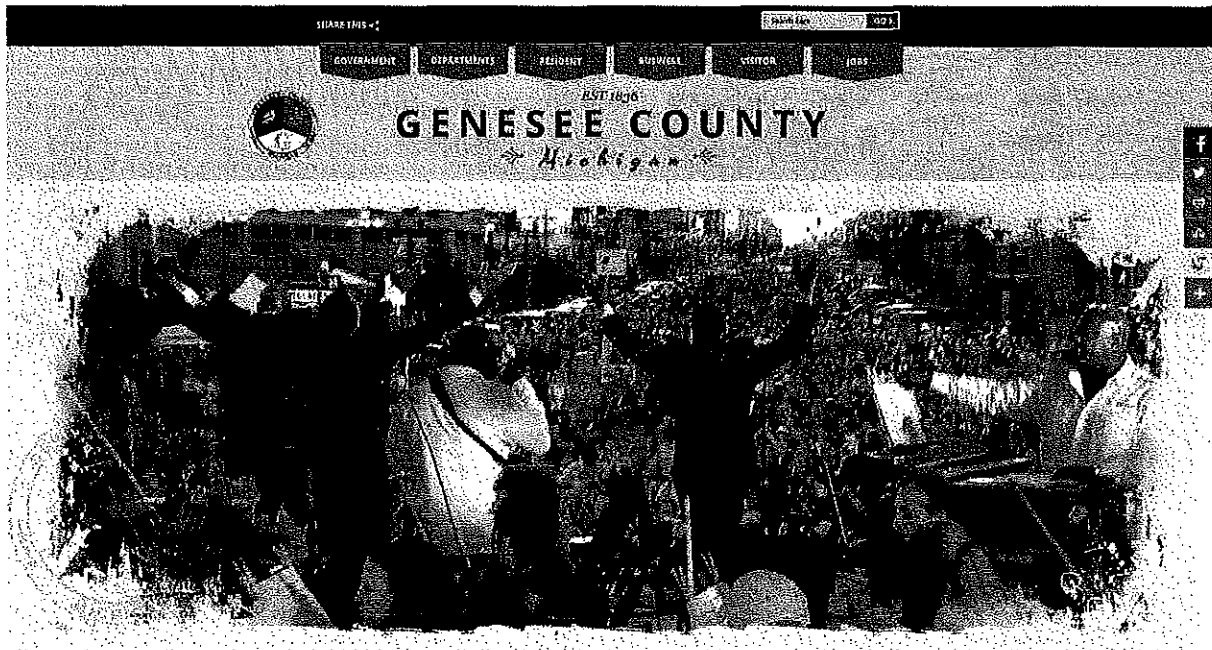
Project Manager/Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

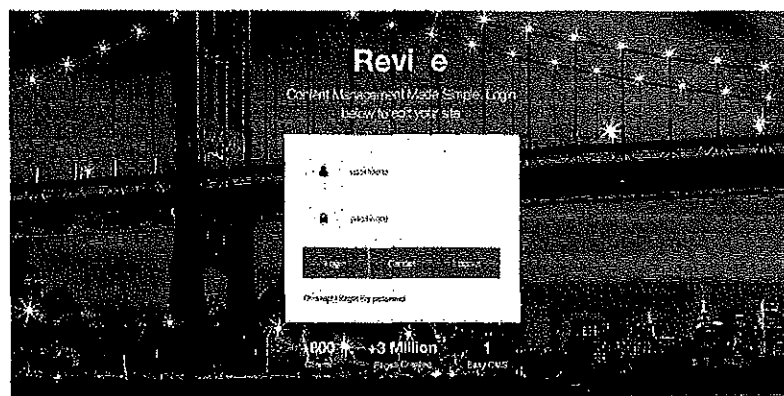
- ▶ **Philosophy:** "Always explain things in the terms of your audience to ensure their understanding"
- ▶ **Education & Training:** MS in the Art of Education from Marygrove College. Certification in Secondary Education
- ▶ **Expertise:** Training, education, teaching, public affairs and project management.
- ▶ **Role on your website project:** Trainer for the Content Management toolset and project manager

Revize Government CMS User Interface

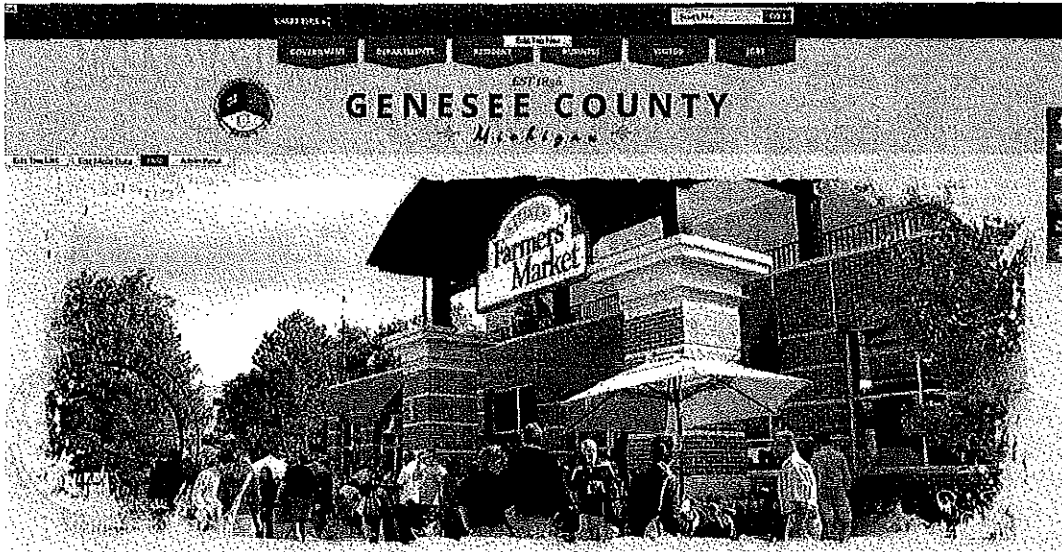
1. Revize CMS User Interface Home Page



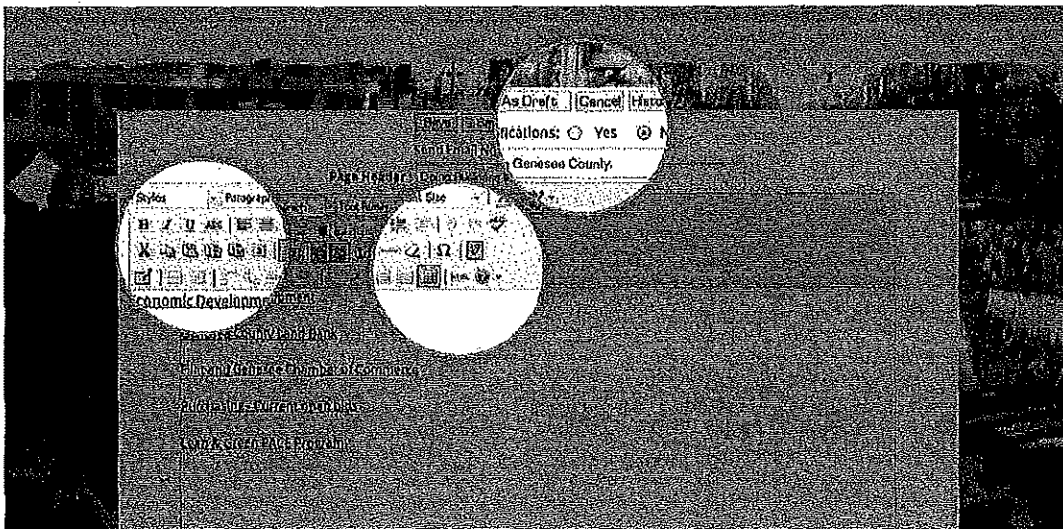
2. Users simply browse to a page that they want to edit, select the Login button, and then insert their Login Name and Password into a login screen as shown below.



3. Edit buttons appear on the page after the Login executes. Based on user roles/permissions, the appropriate buttons are displayed.



The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a "Word Like" editor.



After the page is "saved", the page can be sent to an approver for review or immediately published to the web site.

Revize Quote:

Phase 1: Project Planning and Analysis, SOW On-Site Kick Off Meeting: includes meetings with department heads, staff, community members. Online survey and questionnaire	\$4,500
Phase 2: Discovery & Design from scratch – One concept, three rounds of changes, home page template and inner page design and layout, includes Responsive Web Design for great viewing on any size handheld internet viewing device complete with pictures and no need to zoom in on the text!	\$17,500
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship.	\$27,100
Phase 5: QA Testing	\$2,800
Phase 6: Site map development/content development for all the top tier department home pages and content migration from old website into new website including spell checking and style corrections – (Full Migration)	\$8,700
Phase 7: Content editing and site administration training (two day session)	\$2,900
Phase 8: Go live!	\$1,300
Annual tech support, CMS software updates (unlimited users), and website health checks. website hosting Included free of charge (Unlimited storage space)	\$11,900
Grand Total (1st year)	\$76,700
Second year and onward investment	\$11,900/year

Payment Options:

Revize provides a free website redesign after four years of service, if the client chooses to sign a locked-in rate contract for five years. This includes a lifetime warranty.

Optional Payment Plan – The Revize Client First Plan

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time.

Through a minimum three-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreading them over the life of the contract. And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with Revize Free of Charge.

The Revize Client First Plan Annual Recurring Fees – Interest Free:

First Year: \$ 33,500

Second Year: \$ 33,500

Third Year: \$ 33,500

Four Year: \$ 11,900

ADDITIONAL SERVICES (OPTIONAL – NOT REQUIRED):

On-Site Training Program: Two day on-site training, classroom style. Content editor and administrator training, all travel expenses	Included
Content Migration: If needed, additional content migration "as is" available at \$3 per web page or document	
On-Site Consulting: On-site consulting and thought gathering sessions, requirements gathering, survey creation, all travel	Included
Content Copywriting:	\$98 per hour
Design Services:	\$75 per hour
Content Editing by Revize:	\$50 per hour, 30 minimum

The Following Applications & Features will be integrated into Your Website Project

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- **Citizen's Communication Center Apps**
- **Citizen's Engagement Center Apps**
- **Staff Productivity Apps**
- **Site Administration and Security Features**
- **Mobile Device and Accessibility Features**

CITIZEN'S COMMUNICATION CENTER APPS:

- ✓ Notification Center with Text/Email Alerts
- ✓ Bid Posting
- ✓ Document Center
- ✓ Email Notify
- ✓ FAQs
- ✓ Job Posting
- ✓ Multi use Business Directory
- ✓ News Center with Facebook/Twitter Integration
- ✓ Online Forms
- ✓ Photo Gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar
- ✓ "Share This" Social Media Flyout App
- ✓ Sliding Feature Bar
- ✓ Language Translator

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Citizen Request Center with Captcha
- ✓ Public Service Request
- ✓ Public Records Request App

- ✓ Citizen Connect (Community Blog)
- ✓ Parks Reservation App
- ✓ Online Bill Pay
- ✓ RSS Feed

STAFF PRODUCTIVITY APPS:

- ✓ Agenda Posting Center
- ✓ Job Posting App
- ✓ Image Manager
- ✓ iCal Integration
- ✓ Intranet
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Staff Directory
- ✓ Website Content Archiving
- ✓ Website Content Scheduling
- ✓ Newsletter App

SITE ADMINISTRATION AND SECURITY FEATURES:

- ✓ Audit Trail
- ✓ Auto Site Map Generator
- ✓ Dreamweaver Extension (Revize API)
- ✓ History Log
- ✓ Intranet (Secure Area)
- ✓ URL Redirect Setup
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics
- ✓ Workflows by Department

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ Font Size Adjustment
- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) –Latest Government Design Trend to accommodate better viewing of text and graphics for any size screen, i.e smart phones, tablets, iPads, iPhones, Windows and Android devices

Revize Support Includes:

- ✓ 8 AM – 8PM EST Phone Support (Monday thru Friday)
- ✓ 24X7X365 Portal and Email Support
- ✓ Staff provides assistance and answers all questions
- ✓ Dedicated support staff
- ✓ New/existing user training
- ✓ Free Training Refreshers
- ✓ Video tutorials and online training manual
- ✓ Automatic integration of enhancements
- ✓ E-Newsletter Module support
- ✓ Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- ✓ Four major CMS upgrades per year
- ✓ Software and modules upgrades (automatic install)
- ✓ Server hardware and OS upgrades
- ✓ Immediate bug fixes/patches
- ✓ Round the clock server monitoring
- ✓ Data Center Network upgrades
- ✓ Security and antivirus software upgrades
- ✓ Firewall and router upgrades
- ✓ Bandwidth and network infrastructure upgrades
- ✓ Remote backup of all website assets
- ✓ Tape backup of all website assets
- ✓ Quarterly Newsletters on major feature updates
- ✓ Regular webinars on CMS features and usage
- ✓ Free website design upgrade every 5th year

Citizen's Communication Center Apps



NOTIFICATION CENTER

Simple Yet Powerful

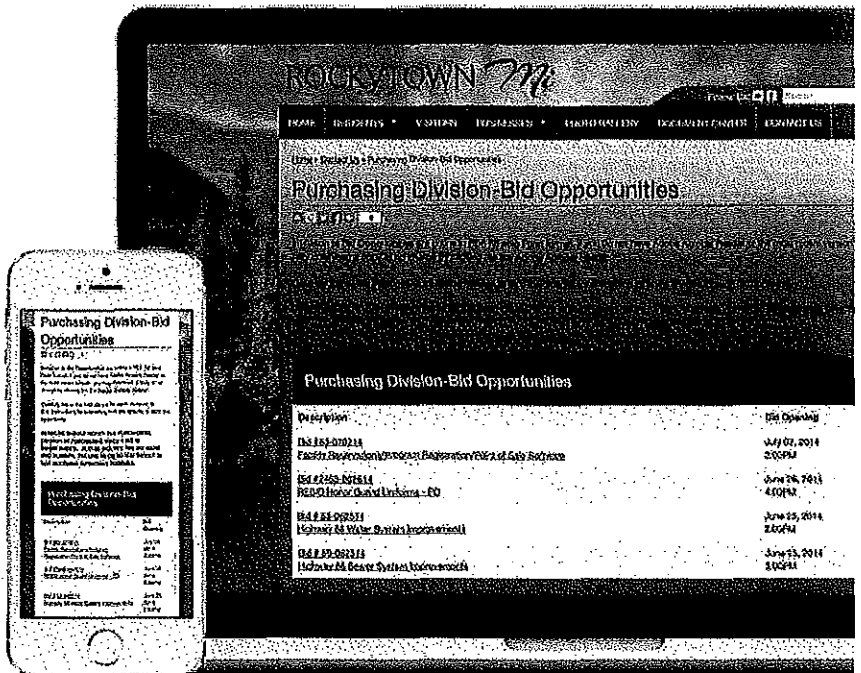
You can't fool or control Mother Nature. But you can protect members of your community from her wrath. Posting emergency notifications on your home page, any other page, or throughout your site, this module allows your content editor to accurately explain the situation and instruct members of your community on the next steps to take.



BID POSTING

Quick and Easy

The Bid Postings App provides a simple and easy-to-use method for organizing and presenting bids, RFPs and RFQs online for vendors or local contractors interested in providing products and services to your community.

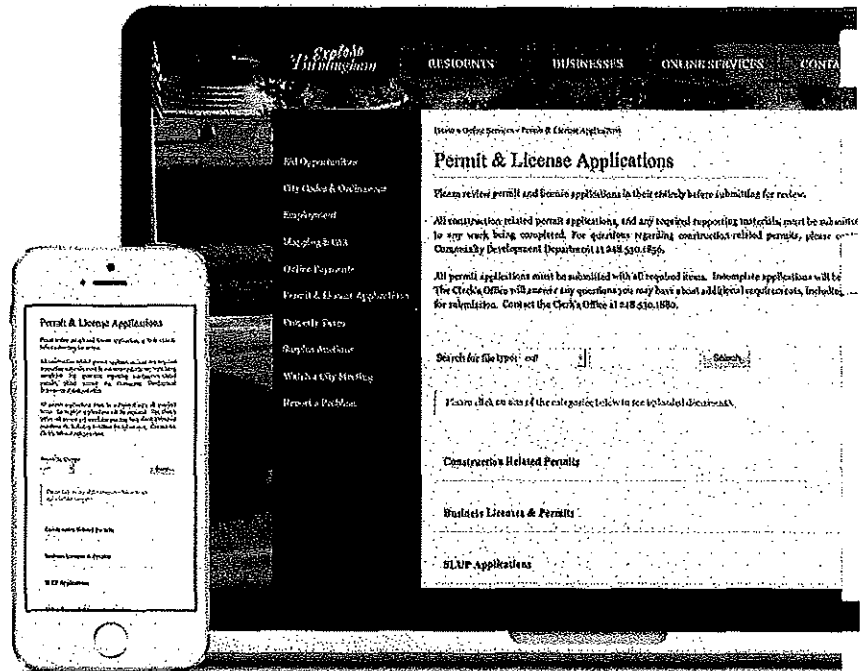




DOCUMENT CENTER APP

Documents Done Right

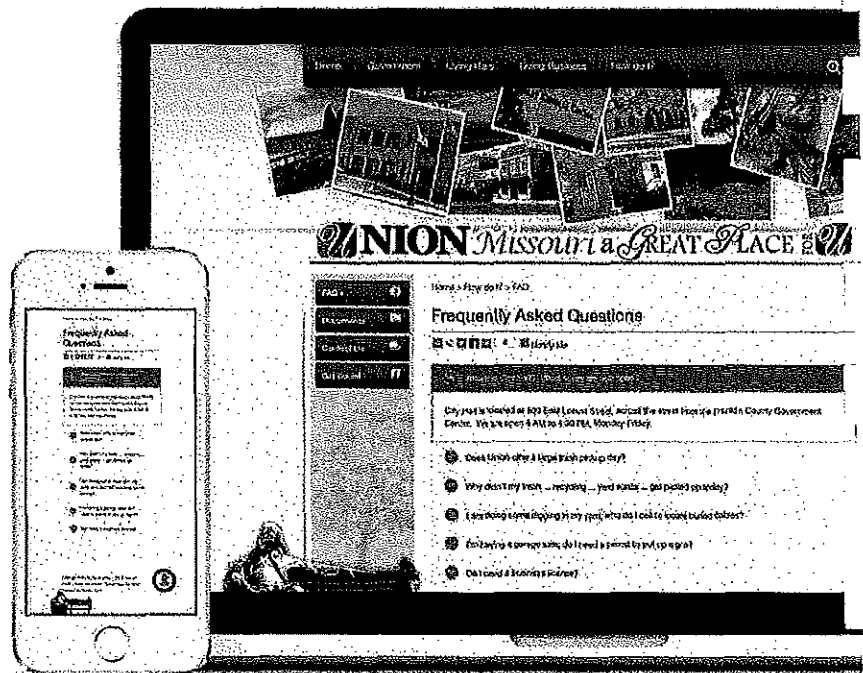
Revize helps clients save thousands of dollars each year in employee time and resources with our Document Management Center. Using this module you can create and archive the documents your site visitors need: applications, brochures, manuals, policy and data sheets, research papers, meeting minutes, and more. By providing all of your documents online, your site visitors can access them 24/7 – usually within two clicks – and you won't incur any printing or postage costs.



FAQ

Handy and Convenient

FAQ's make it easy for site visitors to find answers to common questions and will greatly decrease the number of calls coming into your switchboard each day. In fact, within six weeks of a Revize website launch, our clients typically experience a significant decrease in the number of daily phone calls... some by as much as 23%!





JOB POSTING

Find The Best

Revize's job postings app allows your site visitors to view and apply for open positions online. Postings are removed automatically based on the job expiration date input by your HR personnel. You can provide as much detail as you like and link to or upload any number of files that fully describe the job position. Best of all, with the form fill interface, new openings can be posted in minutes by non-technical staff.

**CITY OF WEBSTER CITY
EMPLOYMENT APPLICATION**

To Apply, Please Complete This Form and Submit It to the City of Webster City, Iowa. This Form is for the City of Webster City, Iowa. It is not to be used for any other purpose. A false statement of your background and work history will be cause for disqualification. Your application may be subject to review at any time.

PERSONAL INFORMATION

Name: _____ Title: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Email: _____
Social Security No.: _____
Are you eligible for employment in the U.S.A.? _____
Are you a citizen or permanent resident? _____
Have you ever been convicted of a felony? _____
Have you ever been convicted of a misdemeanor? _____

EMPLOYMENT DESIRED

Position sought: _____ Date of expected start: _____
Reason for leaving: _____
What have you previously employed by? _____
If your application is considered, on what date will you be available for work? _____
If you are currently employed, on what date will you be available for work? _____



INTERACTIVE MAP

Navigate With Ease

Not only does the Revize CMS ensure that your site is easy for visitors to navigate, we've made it even easier for them to navigate the real world surrounding your location. Specific buildings, parks, bike paths, mass transit stations, nearby businesses, tourist attractions, parking lots, voter polling locations, and more are incredibly easy to identify with the familiar Google Maps highlighted with Pins.

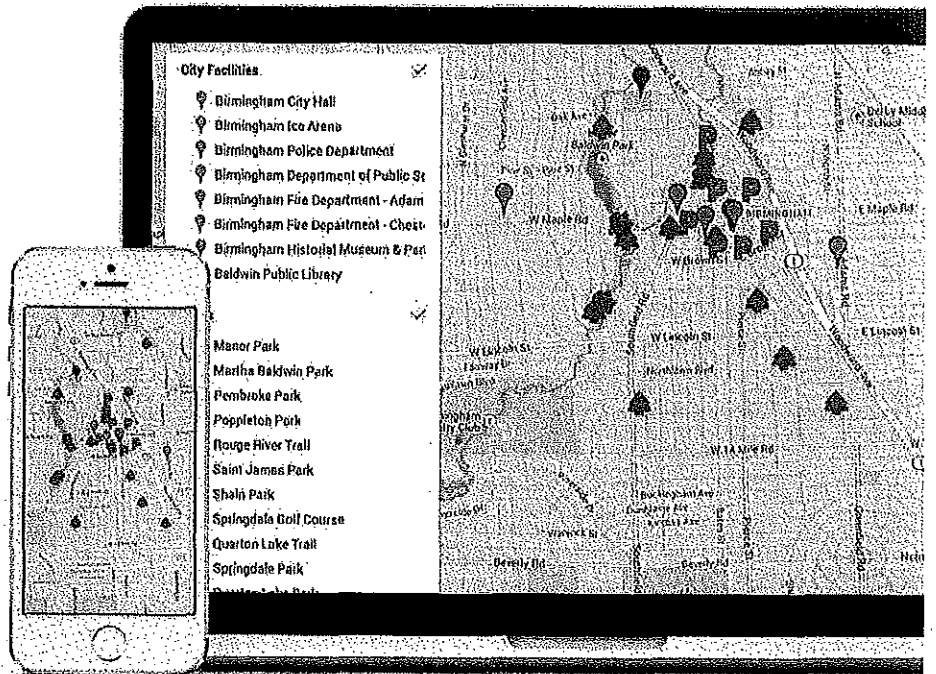




PHOTO GALLERY

Eye-Catching

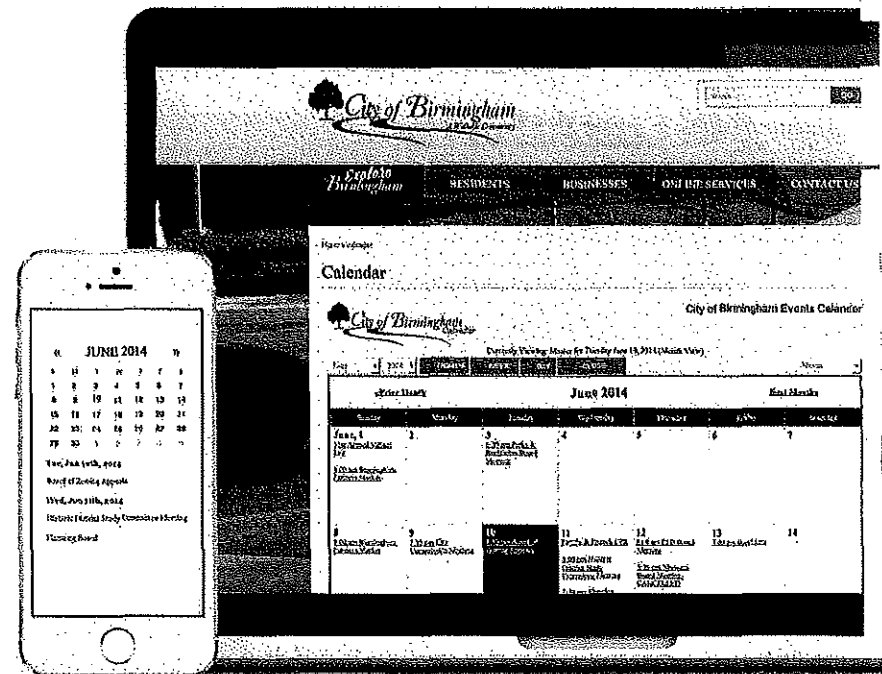
A picture is worth a thousand words and photos are a proven way to increase the amount of time people spend on any given website. Great for showcasing photos or videos of events in and around your community, the Photo gallery has a slider to scroll through photos and also has thumbnails for each picture with On/Off features.



Calendar App

Intuitive and Robust

The Master/Sub Calendar provides an easy-to-use tool to enhance usability and encourage the communication of events both internally and externally. It provides visibility and transparency into activities, meetings, and events with a visually appealing display and easy to find event contact information. The ability to insert recurring events saves time by allowing you to create the event once then repeat automatically; great for Board and City Council meetings





BUSINESS DIRECTORY

Ideal for municipalities, chambers of commerce or any membership organization, this module allows you to easily create and maintain a searchable directory for either members or businesses within the website. Listings can be added, removed and categorized by non-technical staff in a simple table interface.



NEWS CENTER WITH FACEBOOK INTEGRATION

Website visitors can see all the news stories in a given time frame on one full page of the website, they can click on subjects and get the full details of any specific news event. Users can also subscribe to news and press releases through email, RSS Feeds, Facebook and Twitter.



E-NOTIFY

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.



ONLINE FORMS

Using this module, you can create -- from scratch -
- an unlimited number of online forms on any page of your site using various field options such as long answers, radio buttons, drop-down lists, multiple choice, etc. Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, opinions or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.



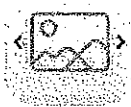
QUICK LINKS

The Quick Links module allows site visitors to navigate to their areas of interest, much like FAQs.

Examples for users:

Where do I...Get Registered for Summer Camp

Where do I...Get a Marriage License



SLIDING FEATURE BAR

This feature is a mainly for visual appeal. It helps to break up pages with an interesting slide bar that can be populated with any subjects or areas that you want to draw attention to. For example, you may want to feature Parks & Rec, Landmarks and Tourist Attractions



SHARING APP

Provides a one click drop down to multi-social media and utility buttons. A common widget used on the web, it is intuitive and easy to use.



TRANSLATOR

Revize integrates the Google Translator into your website templates and translates from English to over 40 other international languages. Provides users a large visual display at the top of the web page to choose any language to convert the text into.

Citizen's Engagement Center Apps:

PUBLIC SERVICE REQUEST APP

Make a Difference



1

Allows governments to easily track issues reported by citizens and provide resolution information and updates.

2

Integrates easily into government websites and works well on mobile devices as well as desktop and laptop computers.

3

Department managers will have the ability to route service requests within the department and automatic escalation can be set.



CITIZEN REQUEST CENTER

This app allows customers, residents, participants, students, or any website visitor to post requests online. By the use of a drop down menu, individuals can forward the request, idea, or comment to the party of interest. That item is then forwarded via email to the proper recipient. You can add or delete department names as well as individuals in the drop down menu at any time. Captcha is integrated to ensure each request is genuine and not a spam.



PUBLIC RECORDS REQUEST TRACKER

This app allows public to order copies of the public records maintained by a municipality. The request is routed to the record custodian within a department and automated response is generated with a unique tracking number. The system allows the full tracking, correspondence and online handling of all types of public record request. The record request form is very flexible and customizable for every municipality.



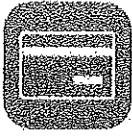
CITIZEN CONNECT

This app helps open up the lines of communication between administrators and their constituents, increasing transparency and constituent interaction. It is a blog that features the option to allow constituent comments for feedback (comments can be moderated before being published to the website).



PARKS RESERVATION

This app allows the display of parks shelters and their amenities and to manage their availability to the public. A website visitor can search for facilities by type available, review the amenities for each facility and easily reserve the facility including the option to pay for its use.



ONLINE BILL PAY

Allows clients to set-up secure on-line payment processing for credit card transactions. Can be used for utility and tax payments; Purchasing items on-line; or making donations to non-profit organizations.



RSS FEED

Site visitors will be eating out of the palm of your hand with our RSS feeds module. Revize's CMS allows customers to generate RSS (Real Simple Syndication) feeds for any genre of news or events. RSS feeds are a trusted way to communicate important information to site visitors while ensuring that they remain engaged with your organization and regularly return to your site.

Staff Productivity Apps



AGENDA POSTING CENTER

Using this app, you can upload agendas, meeting packets, meeting minutes, proposals for review, and more, all into one area on your website for easy access and review before, during, or after each meeting. Old meeting agendas and information are archived per meeting for quick access at any time.



JOB POSTING APP

This app allows you to post a job and receive resume submissions online. Candidates can fill in all the fields and submit the job application online. Once the job application is submitted, a link to the filled in application form will be emailed to the responsible HR person which they can view, print and file for their records.



IMAGE MANAGER

Allows approved staff to upload images from their computer or network folders. This very simple interface allows you to upload new pictures and stores uploaded pictures for reuse. Each department can create their own image folders and organize image libraries by department. Also, obsolete images can be deleted from the image library.



INTRANET

Provides a Dynamic CMS-enabled area with secure login to build out an entire Intranet for employee specific information only. It benefits your employees to have an internal organization landing page that can be updated with news, events, alerts and many of the same modules used on the extranet.



LINK CHECKER

When a new link is created, the Revize system checks if the URL (link) is valid or not. If not, an error message will be displayed. This benefits the Content Editor by double checking bad links before they are saved on your website.



MENU MANAGER

Allows approved content editors to add or edit site-wide top navigation, department or section specific links (e.g. left or right navigation). This feature gives you control to change and update the Navigation menus of your website for continuous improvement.



NEWS LETTER APP

The system allows non-technical staff to build attractive, informative newsletters and disseminate them with one click to everyone on your distribution list. Activity metrics include emails sent successfully to help you validate email addresses. The application provides the ability to import contact lists, upload images, add groups, assign contact lists to groups, as well as export lists.



ONLINE FORM BUILDER

Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.



WEB CONTENT ARCHIVING

Your site history will never be a mystery because all content edits for your site are archived on the Revize CMS database. Your content editors can click on the History button to view previous versions of a particular page or content block from your site.



WEB CONTENT SCHEDULE

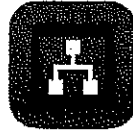
This feature eliminates the possibility of having dated or past events being promoted on your site AFTER the event has passed, thus potentially undermining the perceived accuracy and currency of the site's content in the minds of your audience.

Site Admin & Security Apps



AUDIT TRAIL

This is a powerful administrative tracking tool that provides reports on the content change activities of any webpage within the system. The administrator can gauge how often the site is updated, which departments are most active; and also use the audit trail for recovery of data if necessary.



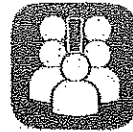
AUTO SITEMAP TOOL

Revize CMS provides this tool to automatically generate a sitemap. Anytime a new page is added or deleted from the system, the sitemap will republish to show the change. An up-to-date sitemap is very critical to boost the ranking of your website in different search engines.



HISTORY LOG

Administrators can view all the archived versions of any web page and restore any old/archived page. It is a very useful feature for referring to any archived legal documents or press releases.



ROLES/PERMISSION SETUP

Our CMS uses a role based authentication system where you can add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers etc., or you can add roles for each department and assign department-specific roles to each user.



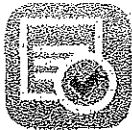
SECURE SITE GATEWAY

Provides a secure login area for either users of an intranet or users to access information not available to the general public. Once users are set-up with a secure login ID, they can manage their own password changes as necessary.



WEBSITE STATISTICS

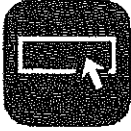
Revize integrates Google's Web Analytics tool to track number of site visits, website traffic sources, etc. Your website administrator can run various reports to collect important data on the usage of your website.



WORKFLOWS BY DEPARTMENT

Provides a method for Supervisory Oversight of content updates. The process allows an authorized "approver" to compare the current page with the proposed new page content (side-by-side) for easy review and comparison.

Mobile Device and Accessibility Apps



ALT-TAGS

Use of alt tags for images, a required part of the Revize CMS image manager feature, allows vision impaired individuals to understand the content of the image.



FONT SIZE ADJUSTMENT

Provides the ability for users to change font size by clicking button to reach their desired size. Helps those with low vision to easily read information on your website.



RESPONSIVE WEB DESIGN

Revize uses pixel rendering Responsive Web Design to accommodate better viewing of text and graphics for any size screen, i.e., smart phones, tablets, iPads and iPhones.

ATTACHMENT II

Insurance Requirement Acknowledgement

I, Thomas Jean, authorized representative for Revize Government Websites,
Company/Vendor

Hereby acknowledge the receipt of the City's required insurance limits. Said requirements:

Will be acquired within 10 working days after notification from the Department of Building Maintenance of proposal awarded by the City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and the City.)

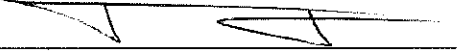
Will acquire additional amount needed to meet the City's requirements within 10 working days after notification from the Department of Building Maintenance of bid awarded by the City of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ \$1,000,000

Automobile Liability: \$ 1,000,000 General Liability: \$ 1,000,000

(*An insurance certificate for the required insurance limits shall be provided to the Building Maintenance Superintendent in order to qualify for award of bid and to execute a contract between the Company and the City.) OR

Have already been met (see attached copy of insurance certificate).



Authorized Representative

4/10/2017

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Building Maintenance Superintendent will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET
ATTACHMENT III

Project Requirements
Acknowledgement

This is to certify that I, Thomas Jean on Behalf of Revize LLC, ~~possess all of the APPLICABLE:~~

- ~~1. Licenses:~~ We are unaware of any additional licenses, bonds, certificates, permits, or other
~~2. Bonds:~~ documents that are required for this bid. If any particular documentation is needed
~~3. Certificates:~~ in addition to what is provided in our bid package, please contact us and we
~~4. Permits:~~ can provide the documentation if applicable.
~~5. Other:~~ _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the City and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

4/10/2017

Date

Company Revize LLC

Address 1890 Crooks Rd.

City, State, Zip Troy, MI 48084

ATTACHMENT IV

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

2. 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.

ATTACHMENT V

COMPANY PROVIDING PROPOSAL FOR REDESIGN AND DEVELOPMENT OF WEBSITE QUALIFICATIONS GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Revize LLC (Full, correct legal name)

2 Address: 1890 Crooks Rd. Troy, MI 48084

3. Telephone/Fax: 248-269-9263/866-346-8880

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

Yes ☐ No ☒

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

Yes ☐ No ☒

6. Where is the Company's corporate headquarters located? Troy, MI

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

Yes ☐ No ☒

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

 (years) (months)

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

8. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes ☐ No ☒

If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

 (years) (months)

State the number of full-time employees at the Hidalgo County office.

9. Has the Company or any of its principals been debarred or suspended from contracting with any

public entity? Yes _____ No X

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

10. Indicate person whom the City may contact concerning your submittal or setting dates for meetings.

Name: Thomas Jean
Address: 1890 Crooks Rd. Troy, MI 48084
Telephone: 248-269-9263 ext. 14
Fax: 866-346-8880
Email: thomas.jean@revize.com

11. Surety Information

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

Yes () No (X).

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

12. Bankruptcy Information

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

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

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

DBA:
Revize Software Systems
Revize Government Websites

ATTACHMENT VI

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal for VIRTUALIZATION AND BACKUP SOLUTION ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Tab A – Interest Statement	
Tab B – Company submitting proposal for Virtualization and Backup Solution Qualification General Questionnaire (Attachment V in RFP)	T J
Tab C – *Project Requirements Acknowledgement (Attachment III in RFP)	T J
Tab D – Litigation Disclosure (Attachment IV in RFP)	T J
Tab E – Proof of Insurability (Letter from Insurance Provider and copy of current Insurance Certificate)	
Tab F – *Insurance Requirement Acknowledgement (Attachment II in RFP)	T J
Tab G – Letter of Intent from Surety Company to provide Payment and Performance Bonds. (Section 5 Vendor Qualifications and Obligations)	
Tab H – Submittal Checklist (Attachment VI in RFP)	T J
1 Original* and 2 Copies of Submittal	T J

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
4/10/2017

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 TechInsurance 1101 Central Expy. South, Suite 250 Allen, TX 75013		CONTACT NAME: PHONE (A/C, No, Ext): 800-688-1984 FAX (A/C, No): (877) 826-9067 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Fire Insurance Company	
		INSURER B: Hartford Accident and Indemnity Company	
		INSURER C: Sentinel Insurance Company, Limited	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	Yes	46SBMUK7311	9/10/2015	9/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Yes	46SBMUK7311	9/10/2016	9/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Yes	46SBMUK7311	9/10/2016	9/10/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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 Y N/A	46WECAL4953	9/10/2016	9/10/2017	☒ 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
A	Professional Liability (Errors and Omissions)		46TE0268461	9/10/2016	9/10/2017	\$1,000,000 / \$1,000,000

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

Certificate Holder is named as Additional Insured as their interests may appear in regards to general liability, automobile liability, E&O/Professional Liability and umbrella excess liability.

CERTIFICATE HOLDER
CANCELLATION

City of Edinburg, TX P.O. Box 1079 Edinburg, TX 78540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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AIA[®] Document A312[™] – 2010

Performance Bond

1148587

CONTRACTOR:

(Name, legal status and address)

Revize LLC
1890 Crooks Road
Suite 340
Troy, MI 48064

SURETY:

(Name, legal status and principal place of business)

Lexon Insurance Company
10002 Shelbyville Road
Suite 100
Louisville, KY 40223

OWNER:

(Name, legal status and address)

City of Edinburg, Texas
415 West University Drive
Edinburg, TX 78539

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: May 31, 2017

Amount: Fifty-Five Thousand Four Hundred and 00/100

(\$ 55,400.00)

Description: Redesign and Development of City Website per RFP No. 2017-012
(Name and location)

BOND

Date: May 31, 2017

(Not earlier than Construction Contract Date)

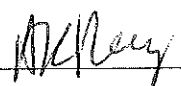
Amount: Fifty-Five Thousand Four Hundred and 00/100

(\$ 55,400.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Revize LLC

Signature: 

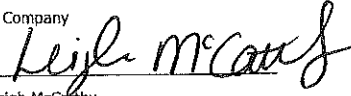
Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
Lexon Insurance Company

Signature: 

Name

and Title: Leigh McCarthy

Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Smith Manus
2307 River Road, Suite 200
Louisville, KY 40206
(800) 235-9347

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

init.

AIA Document A312[™] – 2010. The American Institute of Architects.

081110

1

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

AK Chang, ETO

Signature:

Name and Title:

Address

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

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AIA® Document A312™ – 2010

Payment Bond

1148587

CONTRACTOR:
(Name, legal status and address)

Revize LLC
1890 Crooks Road
Suite 340
Troy, MI 48064

SURETY:
(Name, legal status and principal place of business)

Lexon Insurance Company
10002 Shelbyville Road
Suite 100
Louisville, KY 40223

OWNER:
(Name, legal status and address)

City of Edinburg, Texas
415 West University Drive
Edinburg, TX 78539

CONSTRUCTION CONTRACT

Date: May 31, 2017

Amount: Fifty-Five Thousand Four Hundred and 00/100

(\$ 55,400.00)

Description: Redesign and Development of City Website per RFP No.
(Name and location) 2017-012

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: May 31, 2017
(Not earlier than Construction Contract Date)

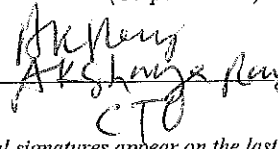
Amount: Fifty-Five Thousand Four Hundred and 00/100

(\$ 55,400.00)

Modifications to this Bond: ☒ None ☐ See Section 18

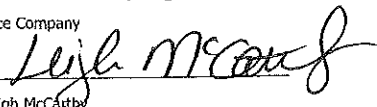
CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Revize LLC

Signature: 
Name AK Shing
and Title: CTO
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
Lexon Insurance Company

Signature: 
Name Leigh McCarthy
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Smith Manus
2307 River Road, Suite 200
Louisville, KY 40206
(800) 235-9347

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

AK Shady
AK Shady Inc.
C-TO

Signature:

Name and Title:

Address

Init.

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Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Bonnie J. Rowe, Beth Frymire, Michael Dix, Leigh McCarthy, Rebecca M. Reid its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



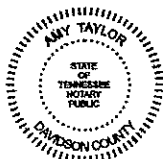
LEXON INSURANCE COMPANY

BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 31st Day of May, 20 17.



BY

Andrew Smith
Andrew Smith
Assistant Secretary

ATTACHMENTS: Exhibit “B” – Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
5/15/2017

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 TechInsurance 1101 Central Expy. South, Suite 250 Allen, TX 75013	CONTACT NAME: PHONE (A/C, No, Ext): 800-688-1984 FAX (A/C, No): (877) 826-9067 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C: Sentinel Insurance Company, Limited</td> <td>11000</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Hartford Accident and Indemnity Company	22357	INSURER C: Sentinel Insurance Company, Limited	11000	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Fire Insurance Company	19682														
INSURER B: Hartford Accident and Indemnity Company	22357														
INSURER C: Sentinel Insurance Company, Limited	11000														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Revize Llc 1890 Crooks Rd Ste 340 Troy, MI 48084															

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 SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Yes	46SBMUK7311	9/10/2016	9/10/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	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
						\$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Yes	46SBMUK7311	9/10/2016	9/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
						\$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Yes	46SBMUK7311	9/10/2016	9/10/2017	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000					
	\$					
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	46WECAL4953	9/10/2016	9/10/2017	☒ PER STATUTE ☐ OTH-ER
		N / A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (Errors and Omissions)		46TE0286461	9/10/2016	9/10/2017	\$1,000,000 / \$1,000,000

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

Certificate Holder is named as Additional Insured as their interests may appear in regards to general liability and umbrella excess liability.

CERTIFICATE HOLDER
CANCELLATION

City of Edinburg, Texas 415 W. University Dr. Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Revize Web Services Sales Agreement

This Sales Agreement is between City of Edinburg, Texas ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 5-18-17

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	City of Edinburg	Revize Software Systems
Company Address:	415 W. University Dr.	1890 Crooks, Suite 340
Company City/State/Zip:	Edinburg, Texas 78539	Troy, MI 48084
Contact Name:	Leo Gonzales	248-269-9263
Phone:	956-388-8201	
Email:	lgonzales@cityofedinburg.com	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1 – Project Planning and Analysis, onetime fee:	\$4,500.00
1	Phase 2 – Website Design, 1 concept, 3 rounds of changes, onetime fee:	\$17,500.00
1	Phase 3 & 4 – Revize Template Development, CMS module Integration, onetime fee:	\$19,100.00
1	(Agenda Builder App Not Included Discount)	(\$600)
1	Phase 5 – Quality Assurance Testing, onetime fee:	\$2,800.00
1	Phase 6 – Content Migration up to 60% of Webpages/Documents on current site:	\$4,200.00
1	Phase 7 – Content Editing/Administrator Training, one-day session, onetime fee:	\$2,900.00
1	Phase 8 – Go Live, onetime fee:	\$1,300.00
1	Revize Annual Software Subscription, Tech Support, CMS Updates, and Website Hosting, pre-paid annual fee, Unlimited Users, Unlimited GB website storage:	\$10,400.00
1	(First Year Annual Services Discount)	(10,400.00)
1	Notification Center with Text/Email Alerts	\$1,000.00
1	Public Service Request App	\$1,400.00
1	Public Records Request App	\$1,600.00
1	(Public Records Request Feedback Discount)	(\$300.00)
1	Grand Total First Year	\$55,400.00

Basic Services of Revize:

The Contractor's proposal will include Support and Maintenance as listed in the Sales Agreement at a cost of \$55,400.00 for year one with an option to extend support and maintenance on a year to year basis at a cost of \$11,900.00 annually. If the City maintains the agreement for a five year period, the Contractor will provide the City with a "Free Re-design" during year four. If the City chooses to not extend the Agreement, the City will maintain 100% ownership of the website template source code, Content Management System, and any data put onto the website allowing the City to move the website to a hosting service of its choice.

Time of Performance:

"Time of Performance is estimated to be 6/15/2017 through 11/5/2017. Official start date will be the date of Contractor's on-site kick-off meeting in Edinburg TX. The time for completion after that meeting is projected as approximately 20 weeks. City agrees to respond to Contractor questions within 24 hours. City also agrees to approve design concepts or request changes to design concepts within 24 hours. Delays in response may push the project completion beyond the initial 20-week time line. Requested changes to the project scope that change Contractor's expected completion date will be estimated at the time of request. Contractor agrees to take every reasonable step to meet this projected timeline."

Terms:

- A. The total compensation to Revize as proposed equals **\$55,400.00** dollars.
- B. Additional content migration, if requested, is available for \$3 per page or document
- C. Both parties must agree in writing to any changes in cost or content to the sales agreement and project.
- D. Invoices shall be completed and processed in accordance with City regulations.
- E. City shall authorize and release payment once project is 100% complete and website is approved and in production. Upon submission of invoice, City shall issue payments within thirty (30) days after receiving, reviewing and approving request for payment.

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Richard M. Hinojosa

Akshaya Ray

Name of Authorized Person:

Richard M. Hinojosa

Akshaya Ray

Title of Authorized Person

City Manager

Chief Technology Officer

Date:

6/30/17

5-18-17

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

The Following Applications & Features will be integrated into Your Website Project

Citizen's Communication Center Apps:

- ✓ Notification Center with Text/Email Alerts
- ✓ Bid Posting
- ✓ Document Center
- ✓ Email Notify
- ✓ FAQs
- ✓ News Center with Facebook/Twitter Integration
- ✓ Online Forms
- ✓ Photo Gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar
- ✓ "Share This" Social Media Flyout App
- ✓ Sliding Feature Bar
- ✓ Language Translator

Citizen's Engagement Center Apps:

- ✓ Citizen Request Center with Captcha
- ✓ Online Bill Pay
- ✓ Public Service Request App
- ✓ Public Records Request App
- ✓ RSS Feed

Staff Productivity Apps:

- ✓ Agenda Posting Center
- ✓ Job Posting App
- ✓ Image Manager
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Staff Directory
- ✓ Website Content Archiving
- ✓ Website Content Scheduling

Site Administration and Security Features:

- ✓ Audit Trail
- ✓ Auto Site Map Generator
- ✓ History Log
- ✓ URL Redirect Setup
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics
- ✓ Workflows by Department

Mobile Device and Accessibility Features:

- ✓ Font Size Adjustment
- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD)

**EXHIBIT “B” TO AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN CITY OF
EDINBURG AND REVIZE**

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Edinburg, Texas ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 11-25-2024

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Edinburg</u>	Revize Software Systems
Company Address:	<u>415 West University Dr.</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Edinburg, TX 78539</u>	Troy, MI 48084
Contact Name:	<u>Daniel Vera</u>	248-269-9263
Billing Dept. Contact:		
CLIENT Website Address:	<u>www.cityofedinburg.com</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Kickoff Meeting and Discovery/Project Planning, onetime fee:	Included
1	Phase 2 – Design Mockups/Wireframes, onetime fee: (1) one mockup with unlimited rounds of changes – City Homepage (1) one mockup with unlimited rounds of changes – Edinburg Library - Home page template and inner page design and layout.	\$500.00
1	Phase 3 & 4 – HTML Development & Revize CMS Integration, onetime fee: - Set-up all CMS modules listed in this agreement - Integration with all 3rd party web applications	Included
1	Phase 5 – Quality Assurance Testing, onetime fee:	Included
1	Phase 6 – Sitemap Development & Content Migration, onetime fee: - Site map development and content migration from old website including spell checking and style corrections – up to 600 webpages & 1,400 documents (638 Webapges and 4,022 Documents on Current live website) - Discounted rate of \$2/page & \$1.50/document	\$3,300.00
1	Phase 7 –Content Editing Training, onetime fee:	Included
1	Phase 8 – Go Live:	Included
1	Curated “Smart” Search	\$1,250.00
1	Sitemap Development/Migration + Curated “Smart Search” Total	\$5,050.00
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 100GB website storage, 300GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	\$8,800.00
1	First Year Annual Fee (starting 2025)	\$11,900.00

Payment Schedule:

Due Date	Amount	Includes
12/15/2024:	\$ 5,050.00	Sitemap Development & Content Migration + Curated "Smart" Search Costs + Unlimited Design Revisions
9/12/2025:	\$ 11,900.00	Annual Hosting, Support, Maintenance
9/12/2026:	\$ 11,900.00	Annual Hosting, Support, Maintenance
9/12/2026:	\$ 11,900.00	Annual Hosting, Support, Maintenance
9/12/2026:	\$ 11,900.00	Annual Hosting, Support, Maintenance

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Project Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Additional content migration, if requested, is available for \$3 per web page or document.
3. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
4. Additional website storage is available at \$500 per year for each additional 5GB website storage.
5. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
6. Both parties must agree in writing to any changes or additions to this Sales Agreement.
7. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
8. 4-year agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
9. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
10. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
11. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
12. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
13. This contract includes up to three (3) rounds of changes to the homepage and inner page mockup during phase 2 of the project. Client may purchase unlimited rounds of changes for an additional, one-time fee of \$500. Any design changes that occur after phase 2 that require changes to the code will be billed at \$125/hour, subject to the approval of CLIENT
14. As part of the original contract between CLIENT and Revize (dated 5/18/2017) Revize included a redesign of the websites anytime in year 4 or thereafter. Upon successful completion of this redesign, Revize and CLIENT will have fulfilled their obligations for the original contract dated. Additional services, features, customizations, migration, anticipated support or storage increases may require an additional charge. Revize and CLIENT will modify or add to this agreement to accommodate those possible future requests.

Project Timeline Statement of Understanding

Revize and CLIENT agree and understand that the timeline provided is an estimate of our expected timeline for this project. It is not a guarantee. Revize intends to adhere as closely to the proposed timeline expectation as reasonable. CLIENT is expected to take an active role in this project including, but not limited to, participating in meetings with Revize, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Revize expects to complete phase 7 (training) of this project according to timeline provided. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. CLIENT decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Revize. CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. CLIENT further agrees that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize. CLIENT also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The parties agree that this project is a collaborative project and agree to work in good faith to "fine-tune" final deliverables in preparation for go live of new website. Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by the CLIENT does not constitute a breach of contract unless Revize fails to cure the functional defect with the website. The CLIENT may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the website.

Enterprise Revize CMS License

As part of this agreement Revize LLC. will provide full usage access to our Enterprise Revize CMS Software, hosted in our cloud servers. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow the CLIENT to easily update the content of their website. CLIENT agrees that this software access will only be used to maintain the websites included in this agreement. Sharing of the access, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS in our cloud server during the contract period. In the event that the contract is terminated, for any reason, Revize will halt CLIENT access to the Revize CMS, and will provide website content to the client, provided all payments for the entire length of the contract are fully paid. Notice of termination must be in writing and given to the non-terminating party at least 60 days prior to the effective date of termination.

Revize will integrate the following web applications into your website

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Curated "Smart" Search
- Online Interactive Forms with Bookables (Public Records Request App)
- Public Service Request App
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 17, 2024

CONSENT AGENDA

Agenda Item No: 14.G.

Disposition of Records

1. Agenda Item:

Consider Authorizing the Disposition of Approximately 24 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's 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's 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 also required to 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 24 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:

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 DECEMBER 17, 2024

Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
MUNICIPAL COURT						
1 9927	Finalized Cases #/C/Ct	11/2019	5	Criminal Case Papers	LC2350-04a	11/2024
2 9928	Finalized Cases Ct/E	11/2019	5	Criminal Case Papers	LC2350-04a	11/2024
3 9929	Finalized Cases E Tickets	11/2019	5	Criminal Case Papers	LC2350-04a	11/2024
4 9930	Finalized Case E Tickets	11/2019	5	Criminal Case Papers	LC2350-04a	11/2024
5 9931	Finalized Cases E/E2/P	11/2019	5	Criminal Case Papers	LC2350-04a	11/2024
FINANCE						
6 11132	Daily Cash Reports - Accounts Receivable Records	11/2021	3	Accounts Receivable Records	GR1025-27a	11/2024
7 11133	Daily Cash Reports - Accounts Receivable Records	11/2021	3	Accounts Receivable Records	GR1025-27a	11/2024
8 11230	Service Application - Work Orders	11/2022	2	Service Application and Deposit Records	UT5000-19	11/2024
9 11237	Service Applications & Deposit Records	11/2021	3	Accounts Receivable Records	GR1025-27a	11/2024
10 11241	Meter Reading Records	8/2021- 11/2021	3	Meter Reading Records	UT5000-11	11/2024
WORLD BIRDING CENTER						
11 10600	Daily Cash Reports - Accounts Receivable Records	09/2021	3	Accounts Receivable Records	GR1025-27b	09/2024

12	11389	Purchase Orders, Check Requisitions, Invoices	09/2018	3	Accounts Payable Records	GR1025-26a	09/2021
13	11390	Purchase Orders, Check Requisitions, Invoices	09/2019	3	Accounts Payable Records	GR1025-26a	09/2022
14	11391	Waivers of Liability	09/2016	3	Waivers of Liability	GR1000-42	09/2019
15	11392	Sales Receipt Books	09/2019	3	Daily Cash Reports	GR1025-27	09/2022
16	11393	Time Cards	09/2018	4	Time & Attendance Reports	GR1050-56	09/2022
17	11394	Community garden rental Agreements	09/2018	4	Contracts, Leases & Agreements	GR1000-25	09/2022
18	11395	Contract information for Programs and Membership	09/2018	4	Contracts, Leases & Agreements	GR1000-25	09/2022
POLICE DEPT.							
19	11403	Employment Application (physical Training)	12/2021	2	Employment Applications	GR1050-14a	12/2023
20	11404	Personal History Application	12/2020	2	Employment Applications	GR1050-14a	12/2022
21	11405	Personal History Application	12/2020	2	Employment Applications	GR1050-14a	12/2022
22	11406	Personal History Application	12/2022	2	Employment Applications	GR1050-14a	12/2024
CITY SECRETARY							
23	10128	Application for Certificate Copy of Birth and Death Certificate	11/2021	3	Records of issuance of Birth & Death Certificate	CC1325-08a	11/2024
LIBRARY							

24

11401	Department Budget Accounts, Vendor Accounts, Check Requisitions	09/2021	3	Accounts Payable Records	GR1025-26a	09/2024
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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.