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
FEBRUARY 4, 2025
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. MAYOR'S REPORT

A. World Cancer Day

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing the Month of February 2025 as American Heart Month as Requested by South Texas Health System Heart. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing the Edinburg Crime Stoppers as Requested by the Edinburg Crime Stoppers. [Clarice Y. Balderas, City Secretary]

C. Presentation of Proclamation Recognizing City of Edinburg Retiree, Oscar L. Treviño, Lieutenant, Edinburg Police Department for 37 Years of Service. [Belinda Torres, Director of Human Resources]

D. Presentation of Proclamation Recognizing February 16-22, 2025 as Engineers Week as Requested by the City of Edinburg Engineering Department. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

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

If a resident desires to make a public comment in person, please complete the Public Comments Form

which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

7. PRESENTATION

A. Presentation by Palm Valley Animal Society (PVAS). [Jesus R. Saenz, Assistant City Manager]

8. PUBLIC HEARING

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment From Auto-Urban Uses To Neighborhood Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District To Commercial, Neighborhood (CN) District, a Tract of Land Out of Lot 5, Section 274, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded In Volume 24, Page 168, Deed Records, Hidalgo County, Texas, Located at 2217 West Freddy Gonzalez Drive, as Requested by Charles Brown on Behalf of Dr. Sylvia Sanchez Garza. [Jaime Acevedo, Director of Planning & Zoning]

9. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for a Special Event, "56th Annual Fiesta Edinburg Event & Parade" to be Held from Thursday, February 27, 2025, to Sunday, March 2, 2025, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning & Zoning]

10. AWARDING OF BIDS

A. Consider Awarding RFP No. 2025-01, Landfill Perimeter Drainage Improvements to Longhorn Excavators, Inc. of Richmond, Texas and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

B. Consider Awarding RFQ No. 2025-002, Downtown Parking Garage Design-Build Services to One or More Qualified Firms Listed and Authorize the City Manager or a Designated Appointee to Solicit Proposals from the Selected Firms. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

11. RESOLUTION

A. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto. [Daniel Vera, Director of Information Technology]

12. 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 Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of "Fiesta Edinburg" Music Festival in the Amount of $20,000 as Requested by the

Edinburg Chamber of Commerce. [Raudel Garza, EEDC Executive Director]

B. Consider Approval of the Fiscal Year 2024-2025 Staffing Services Agreement Between the City of Edinburg and Edinburg Economic Development Corporation. [Raudel Garza, Edinburg EDC Executive Director]

C. Consider Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) Between the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Plant Protection and Quarantine (PPQ) Moore Air Base and the City of Edinburg. [Jaime Ayala, Chief of Police]

D. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Office of The Governor for the Fiscal Year 2024 Operation Stonegarden Grant (OPSG) Program and Execute Documents Related Thereto. [Jaime Ayala, Chief of Police]

E. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Criminal Justice Grant Program, and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

F. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Project Safe Neighborhoods Grant Program and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

G. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 General Victim Assistance Grant Program and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

H. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities Projects (SHSP-L), and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

I. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Violence Against Women Justice and Training Program Grant and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

J. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State Homeland Security Program – Regular Projects Grant and Execute Grant Documents Relating Thereto. [Omar Garza, Fire Chief]

K. Consider Authorizing the City Manager to Enter Into a Job Task Order No. 1 with Alvarado Architects & Associates, Inc. Based on RFQ 2024-08 for Architectural Services for Airport Terminal Improvements Not to Exceed $40,000.00 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies. [Eddie Velarde, Director of Aviation]

L. Consider Resolution Authorizing the City Manager to Submit a Planning Grant Application to the Rio Grande Valley Metropolitan Planning Organization for the Fiscal Year 2024-2025 Unified Planning Work Program – Task 5 Grant and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

M. Consider Authorizing the City Manager to Enter Into an Agreement with Southern Trenchless Solutions for the Manhole Rehab Project Through the Local Government Purchasing Cooperative (BuyBoard), Contract No. 730-24, in the Amount Not to Exceed $79,094.00. [Gerardo Carmona Jr.,

P.E., Director of Utilities]

N. Consider Resolution Implementing an Amnesty Program to Waive Fine and Court Cost for Failure to Appear (FTA) and Violate Promise to Appear (VPTA) Violations for the Time Period of February 17, 2025 Through March 31, 2025. [Maribel Velasquez, Court Administrator]

O. Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: September 17, 2024, October 01, 2024, and October 15, 2024 [Clarice Y. Balderas, City Secretary]

13. OTHER BUSINESS

A. Consider Canceling or Rescheduling the Tuesday, February 18, 2025 City Council Regular Meeting. [Clarice Y. Balderas, City Secretary]

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

14. EXECUTIVE SESSION

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

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

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

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

OPEN SESSION

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

15. 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 January 31, 2025 at 6:20 p.m.

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

Disability Access Statement

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

are located at Edinburg City Hall, 415 West University.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.A.
American Heart Month

1. **Agenda Item:**
Presentation of Proclamation Recognizing the Month of February 2025 as American Heart Month as Requested by South Texas Health System Heart. [Clarice Y. Balderas, City Secretary]

2. **Description:**
One person dies every thirty-three seconds from heart disease, making it the leading cause of death and disability for men and women in the United States, according to the American Heart Association. More than half of people in the U.S. (51%) do not know that heart disease is the leading cause of death in the country, according to a recent Harris Poll survey conducted on behalf of the American Heart Association.

South Texas Health System Heart has helped raise awareness for heart disease in the Rio Grande Valley and beyond through its extensive educational and recreational events.

The Edinburg City Council is proud to recognize South Texas Health System Heart's long-standing care of heart disease in the community (nearly 30 years) as the only dedicated freestanding heart hospital in the Valley, for their continuous hard work, and efforts to raise awareness for heart disease.

3. **Staff's Recommendation:**
Present Proclamation Recognizing the Month of February 2025 as American Heart Month as Requested by South Texas Health System Heart.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. American Heart Month

PROCLAMATION



AMERICAN HEART MONTH
FEBRUARY 2025

WHEREAS, one person dies every thirty-three seconds from heart disease, making it the leading cause of death and disability for men and women in the United States, according to the American Heart Association; and,

WHEREAS, someone has a heart attack every forty seconds in the U.S., with about 1 in 5 heart attacks silent, meaning the damage is done, but the person is not aware of it; and,

WHEREAS, the American Heart Association estimates that more than 6 in 10 U.S. adults (61%) will have some type of cardiovascular disease, or CVD, by 2050; and,

WHEREAS, more than half of people in the U.S. (51%) do not know that heart disease is the leading cause of death in the country, according to a recent Harris Poll survey conducted on behalf of the American Heart Association; and,

WHEREAS, South Texas Health System Heart – one of the first freestanding cardiology and cardiovascular hospitals built in the U.S. – has provided comprehensive quality, compassionate inpatient and outpatient cardiovascular care for the South Texas region for nearly 30 years; and,

WHEREAS, South Texas Health System Heart has helped raise awareness for heart disease in the Rio Grande Valley and beyond through its extensive educational and recreational events, including dedicated Let's Talk Your Health webinars, no-cost heart disease-related sessions for recently diagnosed patients and their families and hosted its Heroes with Heart 5K Run/Walk, with all proceeds donated to local charities helping in the fight against heart disease; and,

WHEREAS, the City of Edinburg is proud to recognize South Texas Health System Heart for their hard work, dedication and efforts to raise awareness for heart disease.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize February 2025 as:

AMERICAN HEART MONTH

in the City of Edinburg, and encourage all citizens to join South Texas Health System Heart's Heroes with Heart initiative to confront, fight and most importantly, change the future of this deadly disease.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 4th day of February, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.B.
Proclamation Recognizing the Edinburg Crime Stoppers

1. **Agenda Item:**
   Presentation of Proclamation Recognizing the Edinburg Crime Stoppers as Requested by the Edinburg Crime Stoppers. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   Since 1976, Crime Stoppers programs have brought together law enforcement agencies, citizens, and the media, empowering citizens across the state to take a stand against crime in their communities, to solve crimes and bring criminals to justice. The Edinburg Crime Stoppers serve the community, enhancing safety and quality of life.

   The Edinburg City Council is proud to recognize and honor the service and accomplishments of the Edinburg Crime Stoppers.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing The Edinburg Crime Stoppers.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Edinburg Crime Stoppers 2025

PROCLAMATION



EDINBURG CRIME STOPPERS

WHEREAS, since 1976, Crime Stoppers programs have empowered citizens across the state to take a stand against crime in their communities and reclaim their sense of safety. Crime Stoppers programs bring together law enforcement agencies, citizens, and the media to solve crimes and bring criminals to justice. The Edinburg Crime Stoppers have programs that strive to protect our students and young people by reducing crime in schools and handing out Crime Stoppers information; and,

WHEREAS, the Edinburg Crime Stoppers members, volunteers and guests meet monthly and discuss areas of concerns they also attend Neighborhood Watch meetings. They hosted the Edinburg Crime Stoppers Loteria Fundraiser with over 200 attendees, the Crime Stoppers also attended the 35th Annual Texas Crime Stoppers Conference in Waco; and,

WHEREAS, the Edinburg Crime Stoppers are vital in the community, they make an effort to volunteer and support city events like the 42nd annual All-America City and the 10th annual Miracle Mile, the Edinburg Mayor's Prayer Breakfast, the City of Edinburg Trunk or Treat, and the Edinburg Cares Turkey Distribution to families around the Robert Lee Elementary area; and,

WHEREAS, the Edinburg Crime Stoppers work closely with the Edinburg Police Department as one of their biggest supporters, The Crime Stoppers participated in the Edinburg Police Fire Up Block Parties giving out information and coloring books, and they were part of the Edinburg Police Department National Night Out. The Crime Stoppers volunteered at all Movies with A Cop handing crime stoppers information, coloring books and crayons to the children. The Crime Stoppers attended the Edinburg Police Department quarterly meetings, Make a Plan meeting hosted by MADD and the Edinburg Police Department and they donated $6,000 worth of toys to the Edinburg Police Department Blue Santa Drive; and,

WHEREAS, the Edinburg Crime Stoppers are advocates in keep the community safe, spreading awareness and information every opportunity. The Edinburg Crime Stoppers participated at the Edinburg Kiwanis Pancakes with Heroes event and they assisted putting over 600 flags on the tombs of soldiers at the Edinburg Kiwanis Memorial Day event; and,

WHEREAS, the Edinburg Crime Stoppers gave out information and hundreds of candies at the Longoria Middle School Trunk or Treat, handed out medals at the Women Together Walk in Shoes 5K; and,

WHEREAS, the Edinburg Crime Stoppers serve the community enhancing the safety and quality of life; and,

WHEREAS, the City of Edinburg is proud to recognize and honor the service and accomplishments of the Edinburg Crime Stoppers.

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

EDINBURG CRIME STOPPERS

and encourage everyone to learn more about the Crime Stoppers and consider if you might be fit as a member.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 4th day of February, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.C.
Proclamation: Lieutenant Oscar L. Treviño

1. **Agenda Item:**
Presentation of Proclamation Recognizing City of Edinburg Retiree, Oscar L. Treviño, Lieutenant, Edinburg Police Department for 37 Years of Service. [Belinda Torres, Director of Human Resources]

2. **Description:**
The City would like to recognize the following retiree for their dedication and service to the City of Edinburg:

Oscar L. Treviño, Lieutenant with the Edinburg Police Department, is retiring with 37 years of service.

The Edinburg City Council would like to recognize Oscar Treviño for being a loyal, dedicated employee of the City of Edinburg for the past 37 years.

3. **Staff's Recommendation:**
Present Proclamation Recognizing City of Edinburg Retiree, Oscar L. Treviño. Lieutenant, Edinburg Police Department for 37 Years of Service.

Reviewed by:

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

Attachments:
A. Proclamation: Oscar L Trevino

PROCLAMATION



OSCAR L. TREVINO
LIEUTENANT
POLICE DEPARTMENT

WHEREAS, Oscar L. Treviño was hired by the City of Edinburg Public Safety Department Police Division on November 18, 1987 as Patrol Person; and,

WHEREAS, on October 30, 1999, Patrol Person Treviño was reclassified to Patrol Officer; on May 25, 1993 Patrol Officer Treviño was promoted to Corporal; on December 29, 2008, Corporal Treviño was promoted to Sergeant; on April 04, 2011, Sergeant Treviño was promoted to Lieutenant; on November 03, 2015, Lieutenant Treviño was appointed to Assistant Chief of Police; on March 26, 2018, Assistant Chief Treviño was transferred to Lieutenant; on December 28, 2021 Lieutenant Treviño was assigned Acting Assistant Chief of Police; on January 06, 2022, Acting Assistant Chief of Police Treviño was reassigned to Lieutenant; and,

WHEREAS, during his years of service Lieutenant Oscar L. Treviño attended numerous trainings and received certificates for: Attendance: Public Agency Training Council – Internal Affairs; Training: Sam Houston State University - Drug Impairment Training for Texas Employers, and City of Edinburg - Alcohol and Substance Abuse Program for Supervisors; and Completion: World Class Training Solutions - Working with Problem Employees, South Texas High Intensity Drug Trafficking Area - 4th Amendment for Patrol Officers, Lower Rio Grande Valley Development Council Regional Police Training Center and Academy - Coaching the Emergency Police Vehicle, and Texas Department of Health - Medical Conditions Affecting Driving; and,

WHEREAS, Lieutenant Treviño received/held the following Certification Licenses: Intermediate Peace Office, Advance Peace Officer; and Master Peace Officer; and,

WHEREAS, Lieutenant Oscar L. Treviño received letters of commendation on February 12, 1993 and on March 06, 2000. He also received numerous certificate of employee appreciation and City of Edinburg training acknowledgements; and,

WHEREAS, for his unusual courage and self-sacrifice in the performance of his duties for actions taken on July 22, 2014 Lieutenant Oscar L. Treviño received the State of Texas Directors Award from the Texas Department of Public Safety on June 15, 2016, the Texas Senate Commendation from Senator Juan "Chuy" Hinojosa on July 27, 2016; and the Medal of Valor from the Edinburg Police Department July 22, 2015; and,

WHEREAS, on January 10, 2025, after 37 years of service Lieutenant Oscar L. Treviño retired from the City of Edinburg.

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

OSCAR L. TREVINO
LIEUTENANT
POLICE DEPARTMENT

for his years of loyalty and dedicated service to the City of Edinburg. The Edinburg City Council would like to express their gratitude and wish Lieutenant Oscar L. Treviño a happy retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 4th day of February, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.D.
Engineers Week

1. **Agenda Item:**
   Presentation of Proclamation Recognizing February 16-22, 2025 as Engineers Week as Requested by the City of Edinburg Engineering Department. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs. Engineering is a year-round commitment to making a difference. This week is a great opportunity to recognize and appreciate everything engineers do in our community.

   The Edinburg City Council would like to recognize the City of Edinburg Engineering Department.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing February 16-22, 2025 as Engineers Week.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Clarice Balderas, City Secretary

Attachments:
A. Engineer's Week 2025

PROCLAMATION



ENGINEER'S WEEK
FEBRUARY 16-22, 2025

WHEREAS, the National Society of Professional Engineers initiated Engineer's Week in 1951 to highlight the important role engineers play in making a difference in our world; and,

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs. Engineering is all around us from roads and bridges we travel on; to the cars and planes, we use to ride around. Often unseen, the cleverness of engineering makes our lives easier and safer; and,

WHEREAS, Engineers face the major technological challenges of our time, from rebuilding towns devastated by a natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information system that will speed our country into the future; and,

WHEREAS, Engineers are encouraging our young mathematics, technology, engineering and science students to realize the practical power of their knowledge. We will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century; and,

WHEREAS, Engineering is a life-long commitment to making a difference. This week is a great opportunity to recognize and appreciate everything engineers do in our community; and,

WHEREAS, the City of Edinburg is proud to recognize and commend their tireless efforts to promote cycling, health, and safety in the Rio Grande Valley, and we extend our gratitude for their positive impact on our city.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim the week of February 16-22, 2025 as:

ENGINEER'S WEEK

and the Edinburg City Council encourages all residents to appreciate an engineer and encourage an aspiring engineer to pursue their dreams.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 4th day of February, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
PRESENTATION
Agenda Item No: 7.A.
Presentation: Palm Valley Animal Society

1. **Agenda Item:**
   Presentation by Palm Valley Animal Society (PVAS). [Jesus R. Saenz, Assistant City Manager]

2. **Description:**
   Palm Valley Animal Society (PVAS) has served the Rio Grande Valley for over 50 years and is a local non-profit dedicated to assisting municipalities with animal control intake, adoptions, animal rescue, animal foster care and intake division programs, low cost vaccination clinics, microchipping, and overall animal health and welfare initiatives. PVAS has developed a presentation which will explain their current expansion and shelter consolidation plan as well as a partnership request.

3. **Staff's Recommendation:**
   Presentation by Palm Valley Animal Society (PVAS).

Reviewed by:

Prepared by:
Jesus Saenz, Assistant City Manager

Attachments:
A. Partnering for a brighter future.1

Partnering for a Brighter Future:

Expansion and consolidation of our animal shelter

PALM VALLEY
ANIMAL SOCIETY

About us:

Serving the Rio Grande Valley for 50 Years

Our Commitment:

Partnering with municipalities as their trusted animal care provider

Proud 501(c)(3) non-profit organization

Our Services:

- Animal Control Intake
- Adoptions
- Rescue
- Foster care
- Volunteer programs
- Low-cost vaccination/microchip clinics
- Pet pantries
- Pet Resource Center:
  Solutions for lost and found pets

PALM VALLEY ANIMAL SOCIETY

Current Challenges:

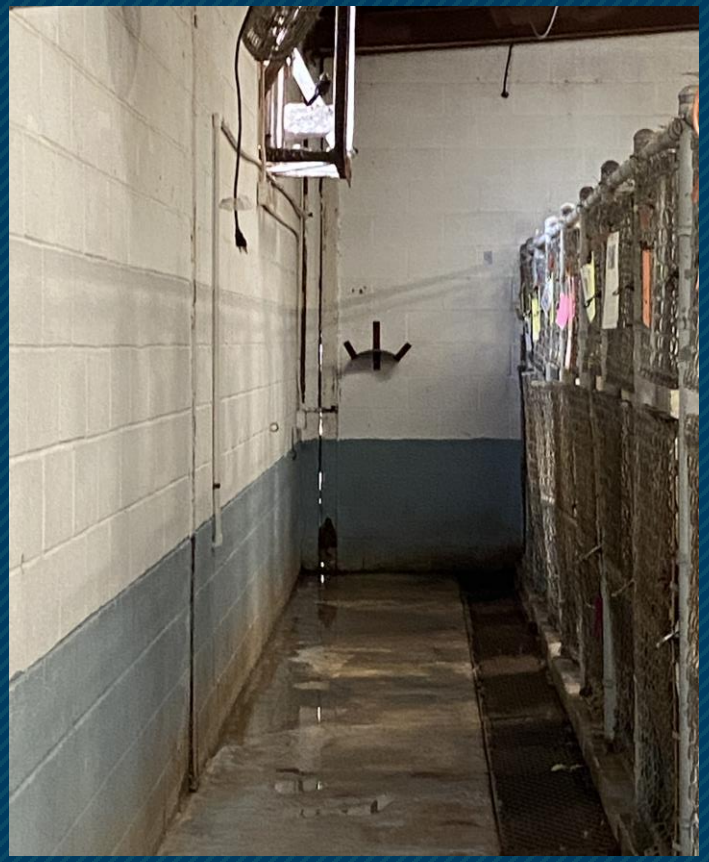
Trenton Location: Aging and deteriorating. Most buildings and kennels have been in heavy use since 1984. Limited expansion potential, high maintenance costs, and outdoor housing challenges.

Operational Inefficiencies: Outdated kennels, lack of space, high maintenance demands, animals housed outside and exposed to the elements and logistical complexities from maintaining two centers.

Space Limitations: Limited space, inadequate kennel design, and insufficient quarantine areas for disease control.

PALM VALLEY ANIMAL SOCIETY

Current Challenges







Photos of Trenton Location

Current Challenges

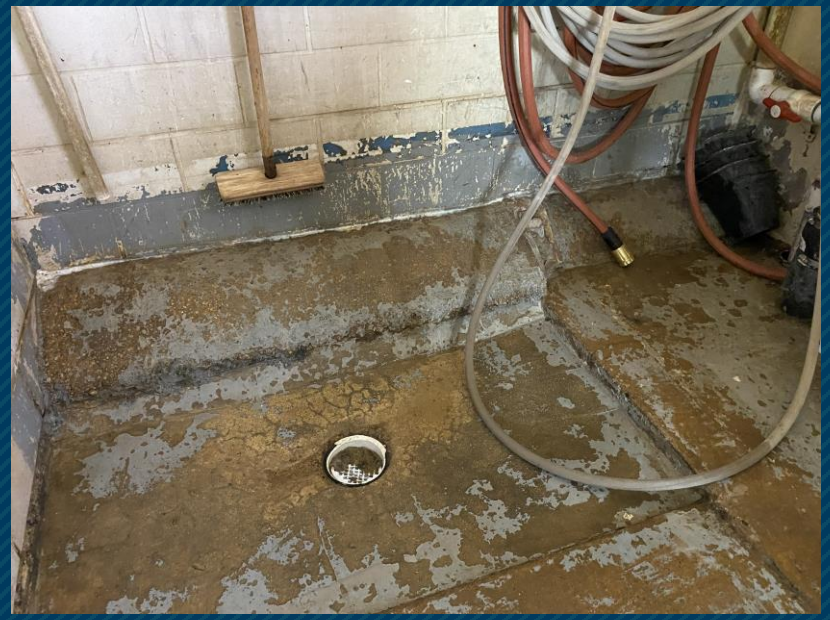




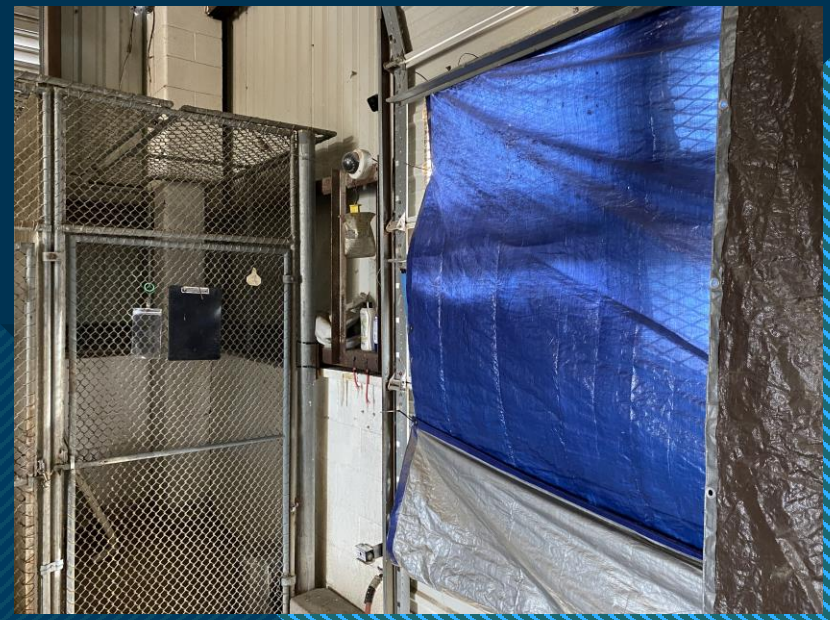


Photos of Trenton Location

Current Challenges







Photos of Trenton Location

Vision for the Future:

Trenton Location:

- Limited room for expansion in its current condition.
- Tear down and rebuild would cost tens of millions and many years.
- Minimal salvageable assets.



Laurie P. Andrews Location:

- Already equipped with a large parking lot and modern facility.
- Property spans 6 acres, offering ample space for expansion needs.
- Potential to add state-of-the-art kennels and other buildings.
- Expansion and remodeling can be done for much less cost and in a shorter timeframe.



Proposed Expansion Plan

- **Relocate Operations from Trenton:**
  - Centralize animal intake and other critical operations
  - Enhance coordination and efficiency
- **State-of-the-Art Kennels and Buildings:**
  - Construct new, advanced kennels
  - Add buildings to better serve the animals and community
  - Provide a safer, more comfortable environment for the animals
- **Update Current Andrews Facility:**
  - Utilize existing building space efficiently
  - Incorporate modern design elements for improved functionality




PALM VALLEY
ANIMAL SOCIETY

Expansion Plans:
Laurie P. Andrews Facility

- **New Kennels:**
  - Add 300 new, state-of-the-art model kennels to ensure adequate space for partners
  - Replace existing kennels in the current facility with modern designs
- **New Warehouse and Customer-Facing Building:**
  - Construct a new warehouse to streamline operations and storage
  - Build a customer-facing building for easier access and enhanced community engagement
- **Facility Remodel:**
  - Remodel the existing building to facilitate animal intake efficiently
  - Expand the already up-to-date medical facility to handle urgent cases and provide comprehensive care
- **Update Education Room:**
  - Add a dedicated education room to facilitate community outreach and educational programs
  - Host workshops, seminars, and events to raise awareness about animal welfare and responsible pet ownership

Financial Overview

- We are seeking a $1.2 million investment each from our primary partners to support the consolidation and expansion project at the Laurie P. Andrews location.
- **Investment Request:** $1.2 million
- **Leading Partner:** City of McAllen
- **PVAS Board of Directors:** Committed to being the majority stakeholder through a capital campaign of at least $2 million.
- **Total Projected Costs:** $6 million
- **Partner Benefits:**
  - The investment ensures a reduced rate for services compared to non-partners as well as service cost stability.
  - Strengthened community relationships and positive brand alignment

Partnership Benefits

- **Reduced Cost for Services:**
  - Partners will benefit from a reduced rate for services compared to non-partners, ensuring cost-effective and high-quality animal care and community support.
- **Enhanced Visibility and Recognition:**
  - Partners will gain increased visibility through association with state-of-the-art facilities and expanded community services.
  - Opportunities for partners to feature in promotional materials showcasing their commitment to animal welfare.
- **Community Goodwill:**
  - Supporting the expansion project will strengthen the partner's reputation as a compassionate and socially responsible entity.
  - Positive brand alignment with an organization dedicated to animal welfare and community service.
- **Engagement Opportunities:**
  - Partners can engage in community initiatives, events, and educational programs hosted at the new facility.
  - Opportunities to participate in and sponsor workshops, seminars, and outreach programs.
- **Strategic Partnerships:**
  - Being part of a strategic partnership with Palm Valley Animal Society can open doors to new collaborations and networking opportunities within the community.

Current Partners and Team

- **Partners:**
  - Palm Valley Animal Society
  - City of McAllen
- **Consultant Team Lead:**
  - Shelter Planners of America
- **Design and Engineering Partners:**
  - ERO Architects
  - Chanin Engineering
  - Baird, Hampton & Brown (Mechanical, Electrical, Plumbing Design)
  - Melden & Hunt (Site Civil Engineering)
  - WJHW (AV, Media, Lighting/Sound)
  - Heffner Design Team (Landscape Design)

Preliminary Schedule

- **Building Programming:** 4 months
- **Design Fee Negotiation:** 2 months
- **Design & Construction Document Preparation:** 9 months
- **Construction Contract Solicitation & Award:** 3 months
- **Construction:** 14 months
- **Projected Construction Start Date:** August 2026

Call to Action:

We need your support to turn this vision into reality. By partnering with us and contributing to the expansion of The Laurie P. Andrews Center, you will be directly impacting the welfare of countless animals and enhancing the services we provide to our community.

Your investment of $1.2 million will enable us to build state-of-the-art kennels, modernize our facilities, and create a more efficient and compassionate environment for both the animals and our dedicated staff. Join us in this transformative journey and help us set a new standard for animal care in the Rio Grande Valley.

PALM VALLEY ANIMAL SOCIETY

THANK YOU

We appreciate your consideration and support, and we look forward to the opportunity to collaborate with you on this vital project.
Thank you for your time and attention.

Contact Information:

•Suzette Cruz
•Executive Director
•suzettec@pvastx.org
•(956)720-4563 ext. 1226

PALM VALLEY ANIMAL SOCIETY

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
PUBLIC HEARING
Agenda Item No: 8.A.
Rezoning Request - Charles Brown on Behalf of Dr. Sylvia Sanchez Garza

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment From Auto-Urban Uses To Neighborhood Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District To Commercial, Neighborhood (CN) District, a Tract of Land Out of Lot 5, Section 274, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded In Volume 24, Page 168, Deed Records, Hidalgo County, Texas, Located at 2217 West Freddy Gonzalez Drive, as Requested by Charles Brown on Behalf of Dr. Sylvia Sanchez Garza. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the north side of West Freddy Gonzalez Drive, approximately 240 feet east of South Jackson Road. The property has a total frontage of 132 feet along West Freddy Gonzalez Drive and a lot depth of 495 feet for a total lot area of 1.5 acres (gross). The requested zoning designation is the Commercial, Neighborhood (CN) District. This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use. Permitted uses are smaller-scale commercial businesses that, while autourban in nature, have buildings scaled to the surrounding residential area and more landscaping. The lot is currently occupied with a residential home and the applicant indicated the reason for the zone change request is to utilize the property for professional office space.

The property is currently zoned Residential, Suburban (RS) District, which is the primary low-density single-family residential district, intended to permit a wide range of single-family residential uses. Adjacent zoning is Residential, Primary (RP) District to the north and south, and Residential, Suburban (RS) District to the east and west. Surrounding land consists of residential uses. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 35 neighboring property owners on Friday, December 27, 2024, and received no comments in favor and 1 comment against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on January 15, 2025.

On December 23, 2024, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On January 9, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Neighborhood Commercial Uses and the Rezoning Request From Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District based on adjacent zoning districts,

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

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Jesus Saenz, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/09/25
CITY COUNCIL – 02/04/25
DATE PREPARED – 12/23/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Auto-Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District

APPLICANT: Dr. Sylvia Sanchez Garza

AGENT: Charles Brown

LEGAL: A Tract Of Land Out Of Lot 5, Section 274, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, As Per Map Or Plat Thereof Recorded In Volume 24, Page 168, Deed Records, Hidalgo County, Texas

LOCATION: 2217 West Freddy Gonzalez Drive

LOT/TRACT SIZE: 1.5 acres (gross)

CURRENT USE: Residential

PROPOSED USE: Commercial Development

EXISTING ZONING: Residential, Suburban (RS) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District

REZONING REQUEST
CHARLES BROWN

EVALUATION

The following is the staff's evaluation of the request:

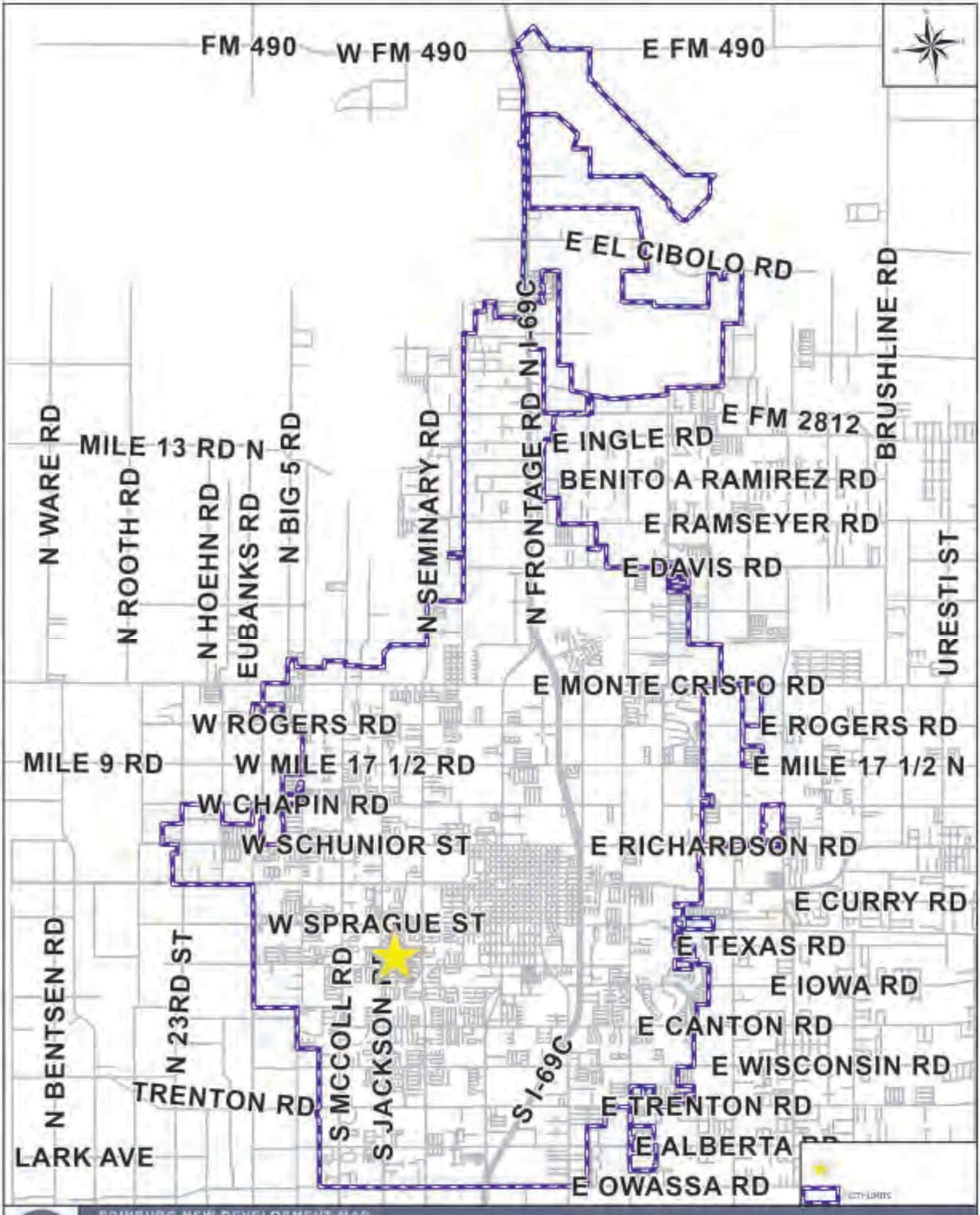
1. Surrounding land consists of residential uses.

2. The lot is currently occupied with a residential home and the applicant indicated the reason for the zone change request is to utilize the property for professional office space.

3. The proposed zoning is inconsistent with the Future Land Use Plan.

Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District based on adjacent zoning districts, surrounding land uses, and Future Land Use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

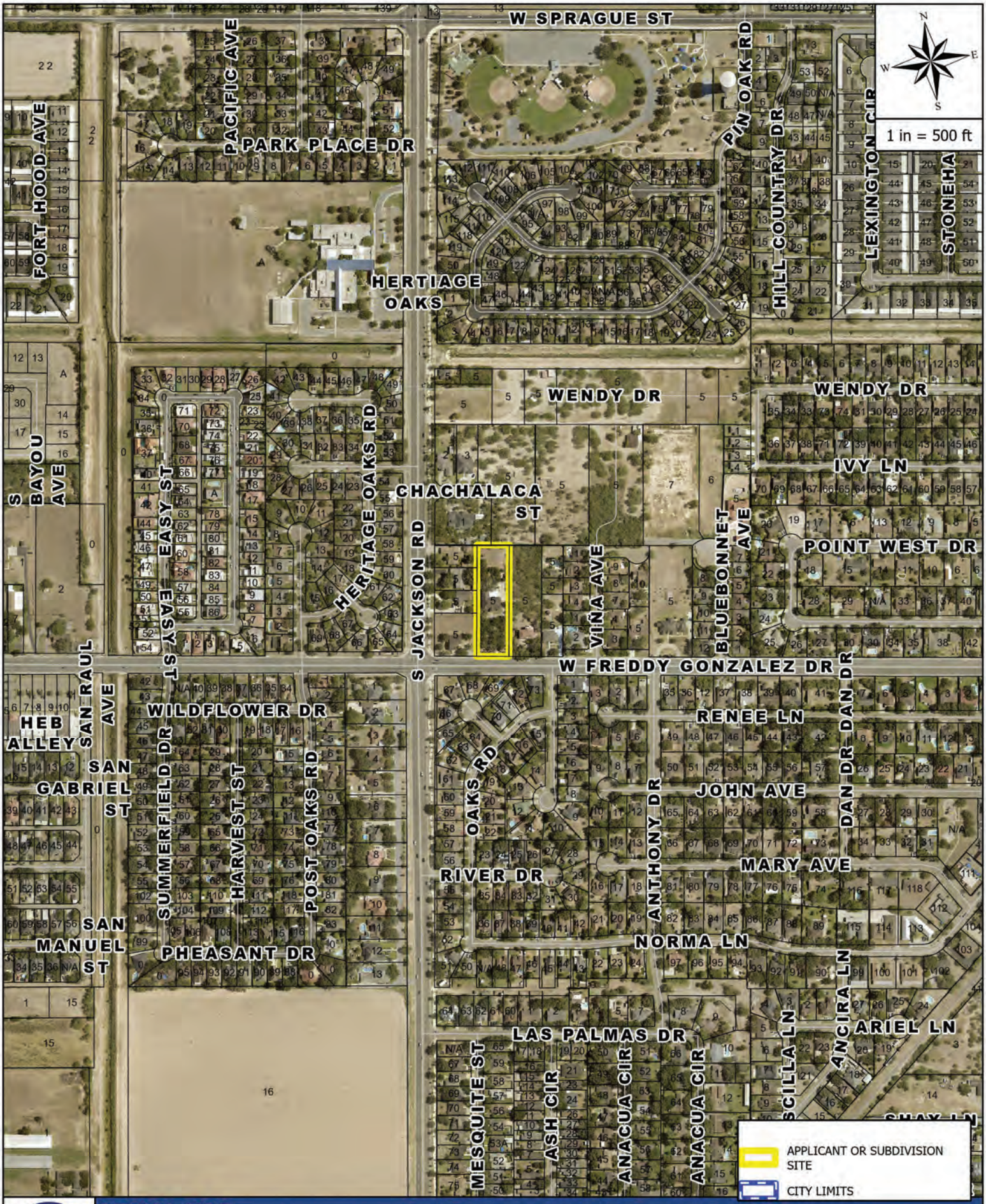
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EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0246 2217 W FREDDY GONZALEZ DR-CHARLES BROWN



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

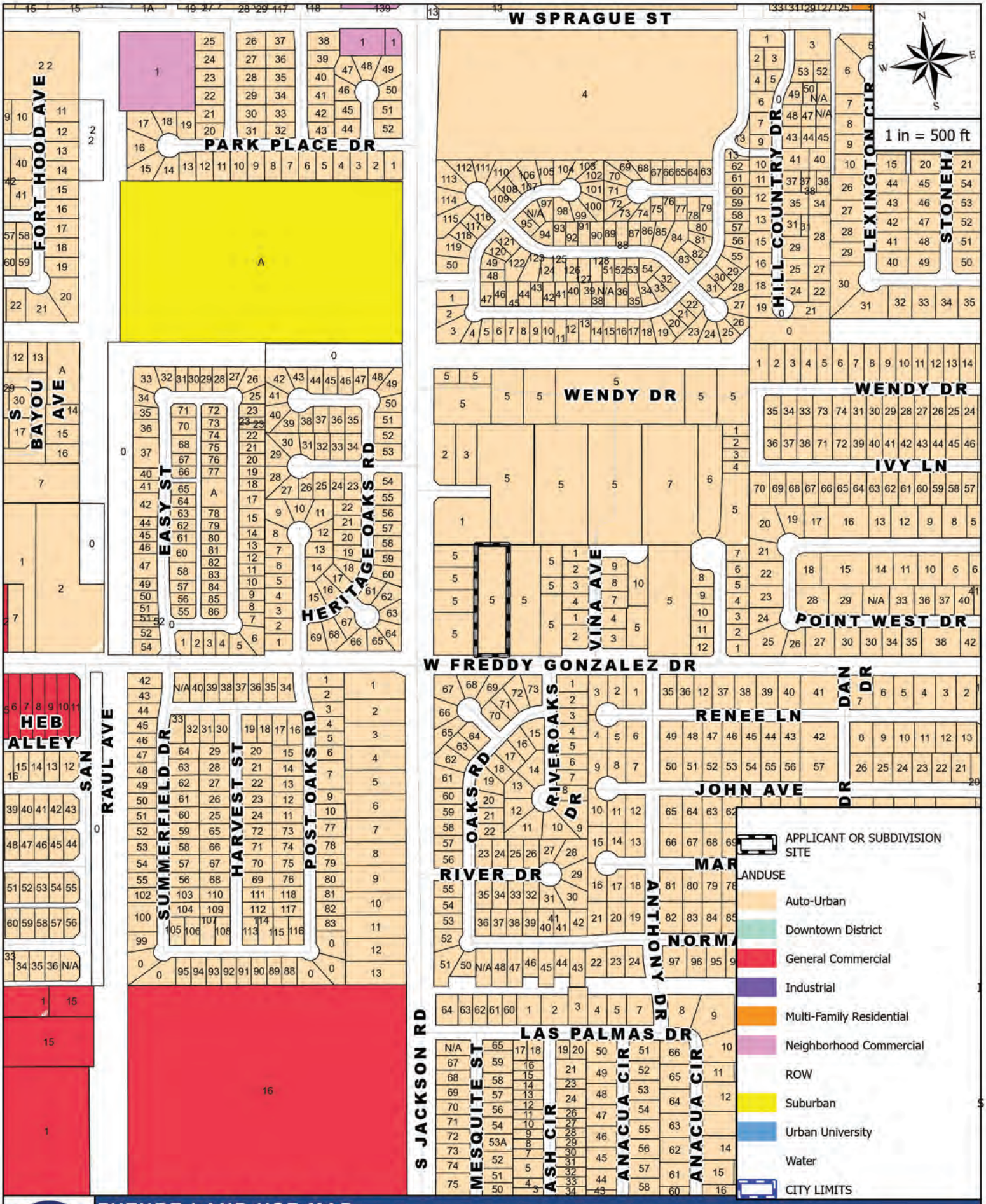
RZNE-2024-0246 2217 W FREDDY GONZALEZ DR-CHARLES BROWN



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

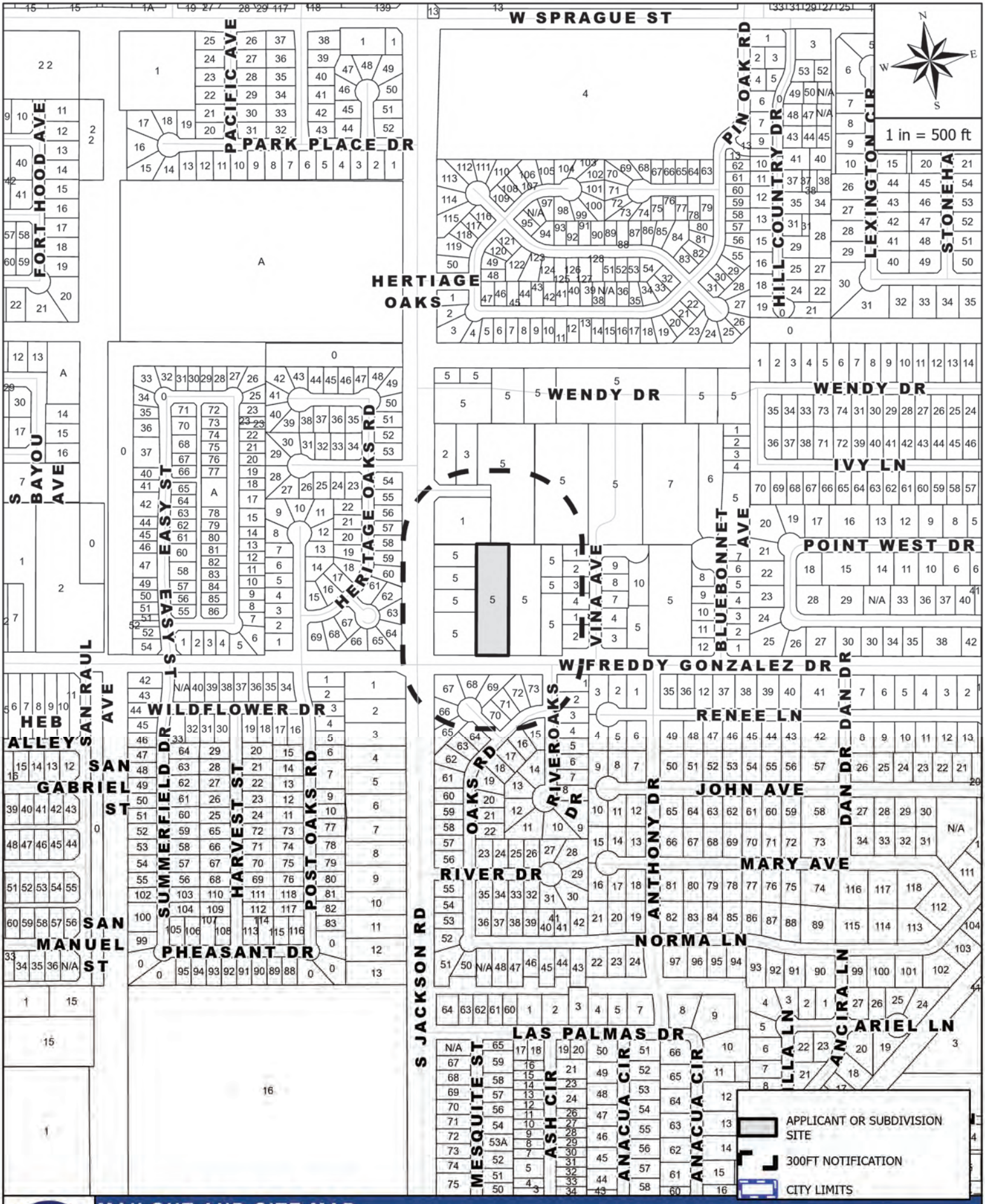
RZNE-2024-0246 2217 W FREDDY GONZALEZ DR-CHARLES BROWN



FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0246 2217 W FREDDY GONZALEZ DR-CHARLES BROWN



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0246 2217 W FREDDY GONZALEZ DR-CHARLES BROWN

Rezoning Request Site Photo

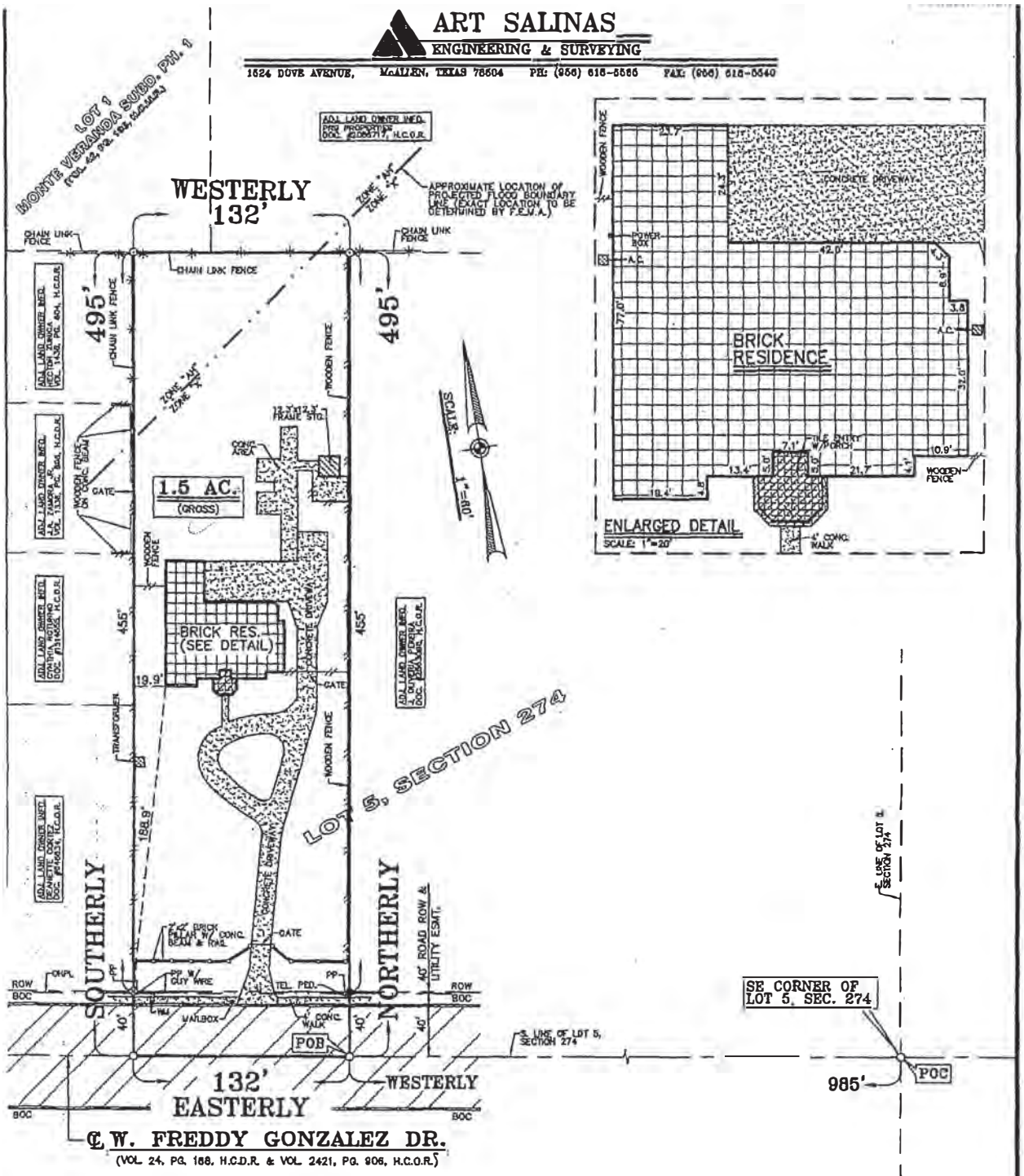
Charles Brown

2217 West Freddy Gonzalez Drive



ART SALINAS
ENGINEERING & SURVEYING

1524 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (956) 618-5555 FAX: (956) 618-5540



FLOOD ZONE CERTIFICATION: The property shown hereon lies in two different flood zone designations. The approximate location of each zone is indicated on the survey plat. Each zone is defined as follows: Zone "X": Zone "X" areas are areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas of less than 1 square mile; and areas protected by levees from 100-year flood as per F.E.M.A. Flood Insurance Rate Map No. 480338-0030-E dated 06-06-00.
ZONE "AH": Zone "AH" areas are areas of shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined as per F.E.M.A. Flood Insurance Rate Map Panel No. 480338-0030-E dated 06-06-00.

PLAT NOTES:
1. There are no discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping of improvements or visible or apparent easements except as shown on this plat.
2. This survey plat is prepared in connection with Title Policy G.F. # 152428648 and does not guarantee title. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
3. This survey must contain an original seal and signature to be valid as per Section 881.46 and Section 663.19 of the "The Professional Land Surveying Practices Act".
4. This is a standard survey and does not include a subsurface utility or topographic investigation.
5. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 1, pursuant to applicable sections of the Texas Water Code. (Blanket)
6. Subject to rights or claims by Hidalgo County Irrigation District No. 1 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.
7. Easement and Right of Way dated April 14, 1999 from Richard E. Gonzales and wife, Linda Gonzales to Central Power and Light Company, filed under Clerk's File No. 787203, Official Records of Hidalgo County, Texas. (Blanket)
8. Building, Zoning, Platting and/or Regulatory Laws and/or Ordinances of any Municipal and/or other Governmental Authority.
9. Subject to any oil, gas and mineral lease of record.
10. Bearing Basis: "S. line of Lot 5, Sect. 274, Tex-Mex Railway Co. Survey"

BORROWER: ROBERTO CANTU CAVAZOS and ALICIA RUIZ OLIVA

THIS IS TO CERTIFY TO THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE PROPERTY WHICH IS LOCATED AT 2217 W. FREDDY GONZALEZ DR., In EDINBURG, TEXAS, DESCRIBED AS FOLLOWS:
A TRACT OF LAND OUT OF LOT FIVE (5), SECTION TWO HUNDRED SEVENTY-FOUR (274), TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 168, DEED RECORDS, HIDALGO COUNTY, TEXAS. (SEE METES AND BOUNDS DESCRIPTION)

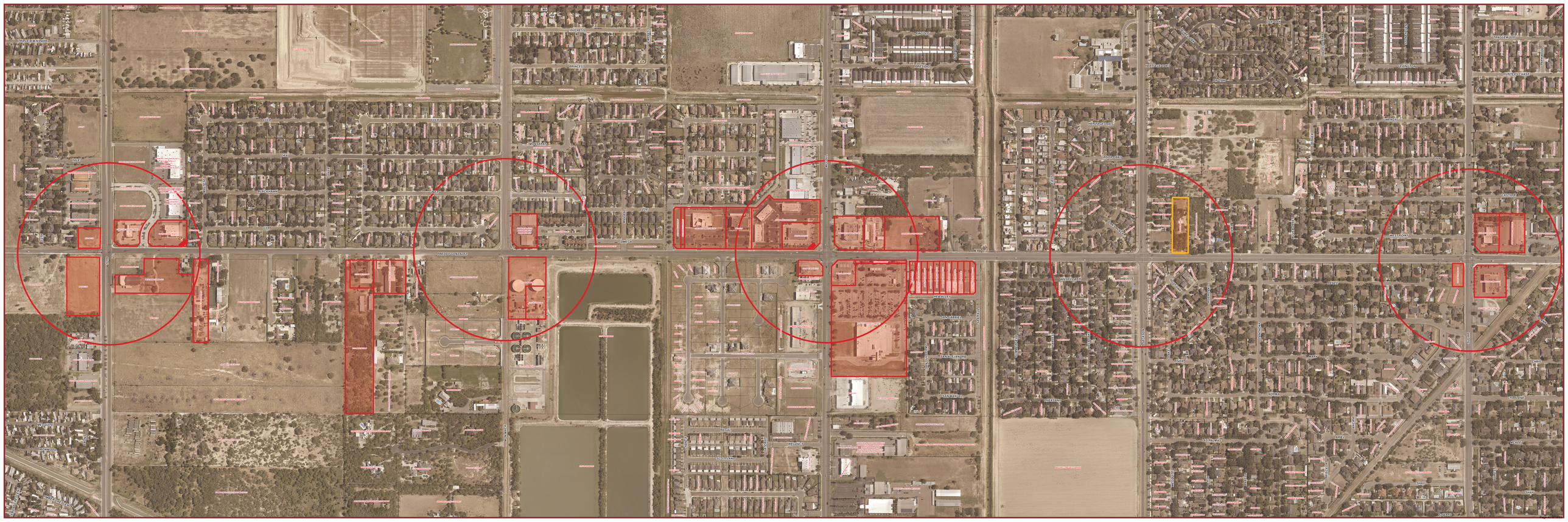
15-47397 Job No. 06-01-15 Date

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STATE OF TEXAS ARTURO A. SALINAS 4802 REGISTERED PROFESSIONAL LAND SURVEYOR

Registered Professional Land Surveyor No. 4802 T.B.P.L.S. FIRM NUMBER: 10004000

LEGEND
- ● – DENOTES FOUND 1/2" ROD
- ⊗ – DENOTES FOUND 5/8" PIPE
- ⊙ – DENOTES SET 1/2" ROD
- O – DENOTES NO MONUMENT
- ROW – DENOTES RIGHT OF WAY
- BOC – DENOTES BACK OF CURB
- PP – DENOTES POWER POLE
- OHPL – DENOTES OVERHEAD POWER LINE
- WM – DENOTES WATER METER
- POB – DENOTES POINT OF BEGINNING
- POC – DENOTES POINT OF COMMENCEMENT



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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE #

Date: November 25, 2024

1. Property Owner (required): Sylvia Sanchez Garza, Ph. D. 2. Phone: (956) 383-6295
3. Mailing Address: 3910 W Freddy Gonzalez Drive
4. City: Edinburg State: Texas Zip: 78539
5. Owner's Email: richardagarza@gmail.com 6. Cell No. (956) 638-6295
7. Agent (not owner): Richard A.Garza&CharlesBrown 8. Agent's Phone: (956) 494-6295
9. Agent's Mailing Address: 3910 W Freddy Gonzalez Drive
10. City: Edinburg State: Texas Zip: 78539
11. Agent's Email: richardagarza@gmail.com/ cbrown@bicinvestments.com
12. Address/Location being Rezoned: 2217 W Freddy Gonzalez Drive, Edinburg, TX 78539
13. Legal Description of Property: 14. Property ID(s): 297183
TEX-MEX SURVEY LOT 11-W1/2 ALL LOT 12 R/S S495'-W132'-E1117' LOT 5 BLK 274 1.50AC GR 1.44AC NET
15. Zone Change: From: RS - Residential, Suburban To: CN - Commercial, Neighborhood
16. Existing Land Use: Currently used as a residence,
17. Reason for Zone Change: To utilize property for professional office space.

Sylvia Sanchez Garza, Ph. D.
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, January 9, 2025, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM AUTO-URBAN USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, SUBURBAN (RS) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, A TRACT OF LAND OUT OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 168, DEED RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 2217 WEST FREDDY GONZALEZ DRIVE, AS REQUESTED BY CHARLES BROWN ON BEHALF OF DR. SYLVIA SANCHEZ GARZA.

This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use.

This request is scheduled to be heard by the **City Council on Tuesday, February 4, 2025, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, January 8, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, January 8, 2025

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

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

Comments: Been my home for over 20 yrs. DO NOT AGREE

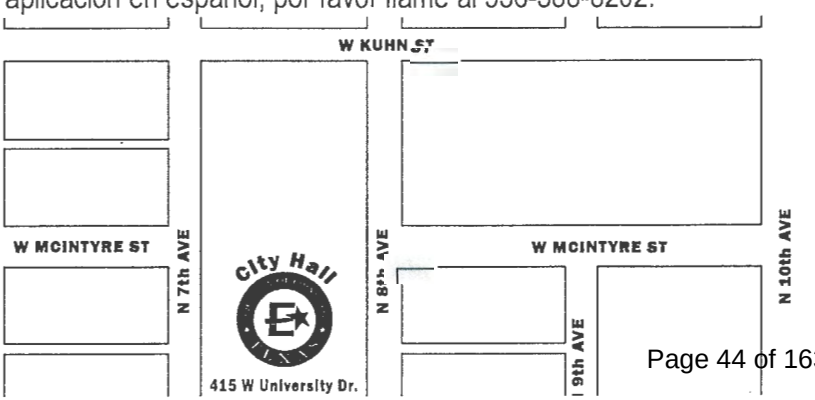
Print Name: Luis Ibarra Phone No. 956-472-4913

Address: 1605 Oaks Rd City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

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

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



PID: 271264 ALVARADO JOANNA
1609 POST OAK PLACE
EDINBURG, TX 78539

PID: 297183 CANTU ROBERTO
2217 W FREDDY GONZALEZ
EDINBURG, TX 78539-5378

PID: 271196 CASAS MARIA ELENA
1602 RIVER OAKS DR
EDINBURG, TX 78539

PID: 640036 CORDON ALYSSA NICOLE
1507 VINA AVE
EDINBURG, TX 78539-5379

PID: 560001 CORDON EDGAR
2709 LAKE SHORE DR
EDINBURG, TX 78539-7713

PID: 297182 DAVILA SERGIO J & LETICIA S TRUSTEE SERGIO J & LETICIA S DAVILLA 2024 TRUST
305 PARKWEST DR
CEDAR PARK, TX 78613-3294

PID: 668423 ESCOBAR EMILIO JR & YADIRA A
2151 CHACHALACA ST
EDINBURG, TX 78539

PID: 271259 GARCIA EUNICE C
1619 OAKS RD
EDINBURG, TX 78539-6922

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

PID: 271210 HERNANDEZ JESSICA & CESAR RODRIGUEZ
1602 OAKS RD
EDINBURG, TX 78539-6906

PID: 271260 BRAVO CELINA & DANIEL
1617 POST OAK PLACE
EDINBURG, TX 78539-6908

PID: 271197 CARRILLO GERARDO
1604 RIVER OAKS DR
EDINBURG, TX 78539-6909

PID: 117583 CORDON ALYSSA NICOLE
1507 VINA AVE
EDINBURG, TX 78539-5379

PID: 117582 CORDON EDGAR CYNTHIA J GORENA
2709 LAKE SHORE DR
EDINBURG, TX 78539-7713

PID: 297180 CORTEZ DEANNETTE
4211 MICHAEL BLVD
EDINBURG, TX 78539-7725

PID: 271263 ELIZONDO CYNTHIA A & ROSITA PERALEZ
1611 POST OAKS PL
EDINBURG, TX 78539-6908

PID: 668421 GARCIA BALDEMAR JR BALDEMAR & OLAYA GARCIA
1420 S JACKSON
EDINBURG, TX 78539-7345

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

PID: 117589 GARZA MIRANDA ALISSA & ALANAH BIANCA NORMA C ANZALDUA
1503 VINA AVE
EDINBURG, TX 78539-5379

PID: 271266 IBARRA LUIS & MARY ESTER
1605 OAKS RD
EDINBURG, TX 78539-6921

PID: 297178 JASSO- ROTUNNO CYNTHIA M & BOBBY JASSO CRESENCIO & AMALIA G JASSO
2121 W FREDDY GONZALEZ
EDINBURG, TX 78539-5383

PID: 271261 LEAL MARIO A
1615 POST OAK PL
EDINBURG, TX 78539-6908

PID: 271211 MARTINEZ JOSE JR & MARY
1610 OAKS RD
EDINBURG, TX 78539-6920

PID: 271262 OCANA FLORA ALICA
3525 W FREDDY GONZALEZ STE D
EDINBURG, TX 78539

PID: 297177 PEREIRA OLIVEIRA J & MARTHA L
2213 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-5378

PID: 117581 RIERSON JANETTE & TOD R RIERSON
1515 VINA AVE
EDINBURG, TX 78539-5379

PID: 271268 SANCHEZ DAHLIA SOLIS AARON L & BIANCA V SANCHEZ TRST
1601 OAKS RD
EDINBURG, TX 78539-6921

PID: 297181 ZUNIGA HECTOR & ODELIA
1424 S JACKSON RD
EDINBURG, TX 78539-7345

PID: 271198 KEHIAS PANOS P & MARILYNN
1606 RIVER OAKS DR
EDINBURG, TX 78539-6909

PID: 271265 MARTINEZ JOSE A & ISABEL
1607 OAKS RD
EDINBURG, TX 78539-6921

PID: 117590 MISSION LEGACY INVESTMENTS LLC
1501 VINA AVE
EDINBURG, TX 78539-5379

PID: 271267 PALACIOS RENE
921 EBONY LN
EDINBURG, TX 78539-5838

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

PID: 117584 RUTIAGA ROBERTO
1505 VINA AVE
EDINBURG, TX 78539

PID: 297179 ZAMORA J A JR & AIDA P
1502 S JACKSON RD
EDINBURG, TX 78539-7380

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, SUBURBAN (RS) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, A TRACT OF LAND OUT OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 168, DEED RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 2217 WEST FREDDY GONZALEZ DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning a Tract of Land out of Lot 5, Section 274, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, As Per Map or Plat Thereof Recorded In Volume 24, Page 168, Deed Records, Hidalgo County, Texas, Located at 2217 West Freddy Gonzalez Drive, Edinburg, Hidalgo County, Texas, from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 9, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on February 4, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of February, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A TRACT OF LAND OUT OF LOT 5, SECTION 274, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 168, DEED RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 2217 WEST FREDDY GONZALEZ DRIVE, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Auto-Urban Uses to Neighborhood Commercial Uses; and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Auto-Urban Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

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

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for Neighborhood Commercial Uses. The conditions that exist are:

(1) Population growth requiring more Neighborhood Commercial Uses;
(2) Expansion and development of Neighborhood Commercial Uses.

This area, because of Edinburg's growth, should be included in those portions of the city

providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of February, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
ORDINANCE
Agenda Item No: 9.A.
Special Use Permit - "56th Annual Fiesta Edinburg Event & Parade" As Requested by Edinburg Chamber of Commerce

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for a Special Event, "56th Annual Fiesta Edinburg Event & Parade" to be Held from Thursday, February 27, 2025, to Sunday, March 2, 2025, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

A temporary special use permit is being processed for a Special Event "56th Annual Fiesta Edinburg Event & Parade" to be held from Thursday, February 27, 2025, to Sunday, March 2, 2025, at Bert Ogden Arena. The parade will be held on March 1, 2025, from 10:00 a.m. to 12:00 noon along Closner Blvd.

This request is being coordinated through the Planning & Zoning, Parks and Recreation, Police, Solid Waste, Public Works, Fire, and Code Enforcement Departments.

3. Staff's Recommendation:

Staff recommends approval of the Temporary Special Use Permit for a Special Event, "56th Annual Fiesta Edinburg Event & Parade" to be held from Thursday, February 27, 2025, to Sunday, March 2, 2025, at Bert Ogden Arena, with the conditions that the events meets all City requirements.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Jesus Saenz, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments
B. Hold Harmless Agreement
C. Ordinance

MEETING DATES:
CITY COUNCIL – 02/04/2025
DATE PREPARED – 1/23/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary special use permit for the "56th Annual Fiesta Edinburg Event & Parade".
APPLICANT:	Edinburg Chamber of Commerce
AGENT:	Ronnie Larralde, Executive Director
LEGAL:	Being Lot 1, Edinburg Arena Subdivision
LOCATION:	4900 South I69C
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Bert Ogden Arena
PROPOSED USE OF PROPERTY:	Festival / Concert / Parade
EXISTING LAND USE/ ADJACENT ZONING:	North –Agriculture (AG) District South – Agriculture (AG) District East – Agriculture (AG) District West – Commercial General (CG) District
LAND USE PLAN DESIGNATION:	Commercial General (CG) District
ACCESS AND CIRCULATION:	This property has access to South I-69C and East Alberta Road
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the temporary special use permit for the "56th Annual Fiesta Edinburg Event & Parade". A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
"56TH ANNUAL FIESTA EDINBURG EVENT & PARADE"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application for the "56th Annual Fiesta Edinburg Event & Parade".

1. **Duration:** The proposed days and hours requested by the applicant are on Thursday, February 27, 2025, to Sunday, March 2, 2025, from 6:00 a.m. to 11:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from South I-69C and West Alberta Road.

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

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

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

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

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

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

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

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

January 2, 2024

Ms. Myra Ayala
City of Edinburg
P.O. Box 1079
Edinburg, Texas 78540

Dear Ms. Ayala:

I would like to request assistance with various resources from the City of Edinburg for the 56th annual Fiesta Edinburg celebration being held at Bert Ogden Arena, 4900 S. I-69C in Edinburg. The festival will take place from Thursday, February 27, 2025, through Sunday, March 2, 2025, entertaining the public with live music, immersive attractions, and an engaging experience for the whole family to enjoy.

We are formally requesting the waiver of fees for city staff, city equipment, and the use of Bert Ogden Arena on March 1st and March 2nd, 2025, in support of this event.

For an event of this scale, we seek continued collaboration with the City of Edinburg, specifically requesting support in the form of staffing and equipment, along with fee waivers, to ensure the success of Fiesta Edinburg 2025. The following city departments are requested to provide assistance: Police, Fire, Parks, Library, Public Works, and Solid Waste.

The Edinburg Chamber of Commerce Special Events Committee will work closely with City staff, including the Fire and Police Departments, to finalize all event details in the coming weeks to ensure a safe and enjoyable experience for all. Attached are the Special Use Permit Application and Chamber liability insurance for your reference.

I want to thank you for your continued support of the Chamber's programs. It has been a pleasure working with the City of Edinburg to bring these impactful events to the community. Should you have any questions regarding Fiesta Edinburg 2025, please feel free to contact me.

Sincerely,

Ronnie Larralde
Executive Director
Edinburg Chamber of Commerce


FIESTA EDINBURG
MUSIC FESTIVAL EST. 1968
PRESENTED BY:
Dale Carl
BERT OGDEN
AUTO GROUP
MAP KEY
FOOD VENDORS
RESTROOM
LUCHA LIBRE
ANIMAL EXHIBIT
FESTIVAL GROUNDS
FIRST AID
CONCERT PARKING
CARNIVAL PARKING
EVENT ENTRANCE
TRAFFIC ENTRY
DROP OFF ENTRANCE
ADA PARKING
ROAD CLOSURE
EXIT ONLY
S. FRONTAGE RD.
EXIT ONLY
CARNIVAL PARKING
CARNIVAL
MERCADO
STAGE
PARKING
LOT B
BERT OGDEN ARENA
DROP OFF ONLY
S. INTERSTATE
S. FRONTAGE RD.
CARNIVAL PARKING
PARKING
CONCERT PARKING
ONLY 3/1/24-3/2/24
LOT C
CONCERT PARKING
ONLY 3/1/24-3/2/24
LOT D
ALBERTA RD.
ALBERTA RD.
ALBERTA RD.
ALBERTA RD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2024

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

State Farm

Robert Elizalde State Farm Agent
2108 S Business Hwy 281Suite C
Edinburg,TX 78539

CONTACT NAME: Robert Elizalde
PHONE (A/C, No, Ext): (956) 383-4312 FAX (A/C, No):
E-MAIL ADDRESS: robert.elizalde.j3mz@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

EDINBURG CHAMBER OF COMMERCE
PO BOX 85
EDINBURG TX 78540-0085

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
				90-KK-5536-8	11/17/2024	11/17/2025	PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Edinburg
PO BO 1079
Edinburg, TX. 78540

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Corina Garcia

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STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 4th day of February, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Ronnie Larralde on behalf of Edinburg Chamber of Commerce, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Edinburg Chamber of Commerce, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted February 4, 2025, for the "56th Annual Fiesta Edinburg Event & Parade" to be held from Thursday, February 27, 2025, to Sunday, March 2, 2025, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, Edinburg, Hidalgo County, Texas.

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

EXECUTED this the 4th day of February, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

"56th Annual Fiesta Celebration"
Indemnitor

By: _____
Josephine Ramirez - Solis, City Attorney

BY: _____
Ronnie Larralde on behalf of
Edinburg Chamber of Commerce

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE "56TH ANNUAL FIESTA EDINBURG EVENT & PARADE" TO BE HELD FROM THURSDAY, FEBRUARY 27, 2025, TO SUNDAY, MARCH 2, 2025, AT BERT OGDEN ARENA, BEING LOT 1, EDINBURG ARENA SUBDIVISION, LOCATED AT 4900 SOUTH I 69 C, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Edinburg Chamber Commerce, has applied for a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "56th Annual Fiesta Edinburg Event & Parade" to be held from Thursday, February 27, 2025, to Sunday, March 2, 2025; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a Temporary Special Use Permit is granted; and

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

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

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

SECTION II. That a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Edinburg Chamber of Commerce for the "56th Annual Fiesta Edinburg Event & Parade" to be held from Thursday, February 27, 2025, to Sunday, March 2, 2025, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are on Thursday, February 27, 2025, to Sunday, March 2, 2025, from 6:00 a.m. to 11:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from South I-69C and West Alberta Road.

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of February, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
AWARDING OF BIDS
Agenda Item No: 10.A.
Landfill Perimeter Drainage Improvements

1. **Agenda Item:**
Consider Awarding RFP No. 2025-01, Landfill Perimeter Drainage Improvements to Longhorn Excavators, Inc. of Richmond, Texas and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
The landfill perimeter drainage improvements project with the alternate bid item consists of the construction and installation of the necessary infrastructure required for the compliant operation of Unit 7 and its sanitary disposal cells as outlined under the City's 956C permit application and development plan. The schedule outlined under Section 3.7.1 Schedule of Development (30TAC §330.61(d)(9)(B) &(C)) of our Waste Acceptance Plan, Existing Conditions Summary and Facility Layout, outlines the infrastructure that must be installed and in operation prior to the State of Texas, through TCEQ, authorizing the City to continue landfill operations under this new permit and unit.

The schedule is divided into five phases of development for which we have assigned different task orders to our diverse engineering compliance teams. These firms will work conjunctively to ensure all the necessary infrastructure and construction is in place in order to fulfill the permit obligations under the schedule and the development plans of Permit 956C.

Please note that this work is separate from our routine engineering projects as mandated by landfill permit requirements such as groundwater monitoring and quarterly compliance reporting that are conducted by our engineer of record.

On Tuesday, November 26, 2024, requests for proposals for RFP 2025-01, Landfill Perimeter Drainage Improvements were received and opened. A total of four (4) proposals were received. The proposals were evaluated by a committee, consisting of the two engineers and one City employee that are familiar with the qualifications and specifications required to perform the project, at the City’s Regional Disposal Facility in Edinburg, Hidalgo County, Texas. After review and tabulation of the RFP along with the alternate bid item, it was revealed that three out of the four bids met the minimum requirements and specifications of the instructions to respondents and the RFP.

Staff is recommending awarding RFP No. 2025-01, Landfill Perimeter Drainage Improvements to Longhorn Excavators, Inc. of Richmond, Texas. If approved, this project is expected to be completed within six (6) months upon issuance of the purchase order.

Staff has verified that no monies are owed to the City by Longhorn Excavators, Inc. of Richmond, Texas.

3. **Staff's Recommendation:**
Approve Awarding RFP No. 2025-01, Landfill Perimeter Drainage Improvements to Longhorn Excavators, Inc. of Richmond, Texas and Authorize City Manager to Enter Into Agreements

Relating Thereto.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Waste Acceptance Plan, Existing Conditions Summary, and Facility Layout
B. Notice to Bidders
C. Bidders List
D. Pre-Bid Meeting Sign In Sheet
E. RFP Pricing Sheet
F. Engineer Recommendation Letter
G. RFP Scoring Sheet
H. Longhorn Excavators, Inc.
I. 4X Construction Group, LLC
J. Econ Group, LLC
K. Agreement

CITY OF EDINBURG
SOLID WASTE MANAGEMENT

PERMIT AMENDMENT APPLICATION

Part II

WASTE ACCEPTANCE PLAN, EXISTING CONDITIONS SUMMARY, AND FACILITY LAYOUT

Edinburg Regional Disposal Facility

Edinburg, Hidalgo County, Texas

TCEQ Permit MSW-956C



GOLDER ASSOCIATES INC.
Professional Engineering Firm
Registration Number F-2578

INTENDED FOR PERMITTING PURPOSES ONLY

Submitted To: City of Edinburg
Department of Solid Waste Management
8601 North Jasman Road
Edinburg, Texas 78541 USA

Submitted By: Golder Associates Inc.
500 Century Plaza Drive, Suite 190
Houston, TX 77073 USA

July 2017
Revised: November 2017
Revised: January 2018

Project No. 1401491

Golder Associates

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3.4.2 Interior Facility Roadways

30 TAC §330.61(d)(2)

The facility has interior roadways that can be used to provide access to the solid waste management units as shown on Figure II-17, Facility Layout Plan.

3.4.3 Monitoring Wells

30 TAC §330.61(d)(3)

Figure II-17, Facility Layout Plan shows the location of 38 monitoring wells used for the groundwater monitoring system outlined in Part III5, Groundwater Characterization Report.

3.5 Subgrade Layout Plan

30 TAC §330.61(d)(9)(D)

Currently active disposal areas are Unit 5, Cells SD-1 through SD-8 and Unit 6, Cells 1A through 6A. Figure II-18A, Subgrade Layout Plan – Overliner Option, depicts the subgrade elevations of the lateral expansion cells within Unit 7 and Overliner and lists their approximate dimensions. Likewise Figure II-18B, Subgrade Layout Plan –Unit 8 Option, depicts the subgrade elevations of the lateral expansion cells within Unit 7 and Unit 8 and lists their approximate dimensions. Cells may be divided into smaller areas for development. Resulting divisions will be labeled with parent cell designation appended with an incremental letter.

3.6 Final Contour Map

30 TAC §330.61(d)(9)(E)

Figure II-19, Final Contour Map depicts the maximum final cover elevation of approximately 398 ft-msl. The maximum waste elevation is the final cover elevation minus the thickness of final cover and is dependent on thickness of the final cover lining option used. Part III7, Closure Plan details final cover lining options.

3.7 Sequence of Site Development

30 TAC §330.61(d)(5)

Figures II-20, Operational Sequence I – V demonstrate the general sequence of filling operations and sequence of excavation.

The pattern of waste disposal will be governed by the area fill disposal method. Landfilling will occur below grade and above grade, depending on the stage of operational development and operational

considerations. Initially, filling will occur above grade over the existing constructed fill areas to attain the design top of waste grades. New landfill cells will be developed adjacent to existing filled areas and waste placement operations will continue below grade.

Waste filling operations have been completed on the Pre-Subtitle D areas and final cover has been constructed over the Units 1–4. As waste placement progresses on the Subtitle D units, final cover will be placed in incremental phases to meet the 180-day requirement for a landfill unit that has reached final waste grade. Figures II-20, Operational Sequence I – V present the basic capping sequence that will be followed. It is expected that the largest area to receive final cover will be approximately 159.1 acres as shown on Figure II-20A, Operational Fill Sequence I.

Groundwater and landfill gas monitoring will be on-going activities for the life of the site. Monitoring wells MW-101 through MW-126 and gas monitoring probes GP-101 through GP-126 will be installed at the approximate locations identified on Figure II-17, Facility Layout Plan.

Storm water from the developed waste disposal units will be collected by add-on berms and downchutes constructed on the cover of the landfill and routed to perimeter channels around the perimeter of the disposal units. The surface water will then be conveyed to the storm water ponds located on the north and east sides of the waste disposal units. The 11 storm water ponds collectively have sufficient storage capacity for severe or consecutive storms.

3.7.1 Schedule of Development

30 TAC §330.61(d)(9)(B)&(C)

An anticipated schedule of development for this facility is provided in Table II-13, Schedule of Development. Cells within lateral expansion Unit 7 and Unit 8/Overliner may be incrementally constructed wholly or partially in any sequence for operational feasibility.

Table II-13: Schedule of Development

Operational Sequence I	Waste Fill	Waste placement in Units 5 and 6.	
	Excavation	Excavate the southern portion of Unit 7 for soil borrow.	
	Cell Construction	Construct the southern portion of Unit 7, Cells 1–7	
	Storm Water Control Features	Amend existing and construct additional perimeter channels and construct storm water Ponds W1, W2, W6, E1, and E2	
	Groundwater Monitoring System	Abandon	MW-1R, MW-8R, MW-7R, MW-4A, MW-11, MW-15R, MW-16, MW-19, MW-14R, MW-20, MW-17, & MW-21

		Install	MW-101, MW-102, MW-103, MW-104, & MW-105
	Landfill Gas Monitoring System	Abandon	GP-32, GP-33, GP-18, GP-19R, GP-36, GP-37, GP-38, GP-39, GP-40, GP-41, GP-42, & GP-43
		Install	GP-101, GP-102, GP-103 & GP-104

Operational Sequence II	Waste Fill	Waste placement in southern portion of Unit 7, Cells 1–7	
	Excavation	Progressively excavate Unit 7 adjacent to sequential cell development for soil borrow.	
	Cell Construction	Construct the northeast portion of Unit 7, Cells 6 – 9	
	Storm Water Control Features	Construct storm water Ponds W3, W4, and W5.	
	Groundwater Monitoring System	Install	MW-119, MW-120, MW-121, MW-122, MW-123, MW-124, MW-125, & MW-126
	Landfill Gas Monitoring System	Install	GP-119, GP-120, GP-121, GP-122, GP-123, GP-124, GP-125, & GP-126
	Final Cover Placement	North, west, and south side slopes of Unit 5 and north and south of Unit 6	

Operational Sequence III	Waste Fill	Waste placement in Unit 7, Cells 1–9	
	Excavation	Progressively excavate Unit 7 adjacent to sequential cell development for soil borrow.	
	Cell Construction	Construct northern portion of Unit 7, Cells 10 – 12.	
	Storm Water Control Features	Construct storm water Pond E4.	
	Groundwater Monitoring System	Install	MW-112, MW-113, MW-114, MW-115, MW-116, MW-117, & MW-118
	Landfill Gas Monitoring System	Install	GP-112, GP-113, GP-114, GP-115, GP-116, GP-117, & GP-118
	Final Cover Placement	South and southeast side slopes and of Unit 7	

Operational Sequence IV	Waste Fill	Waste placement in Unit 7, Cells 1–12	
	Excavation	For Unit 8 option of cell development, relocate Pre-Subtitle D waste and excavate to subgrade.	
	Cell Construction	Construct Unit 8/Overliner	
	Storm Water Control Features	Construct storm water Pond E3	
	Groundwater Monitoring System	Install	MW-108, MW-109, MW-110, & MW-111
	Landfill Gas Monitoring System	Install	GP-107, GP-108, GP-109, GP-110, & GP-111
	Final Cover Placement	East and northeast side slopes of Unit 7	

Operational Sequence V	Waste Fill	Waste placement in Unit 5, Unit 6, and Unit 8/Overliner
	Storm Water Control Features	Construct storm water Pond W7
	Final Cover Placement	North and west side slopes and crest of Unit 7

Closure / Post Closure Care	Closure signs
	Notify TCEQ of intent to close
	Complete final cover construction over the waste fill units
	Closure Certification
	Affidavit to public is filed for notification of complete closure of facility

3.7.2 Excavation and Bottom Liner Construction

30 TAC §330.61(d)(9)(C)

Throughout the development of the facility, the general excavation sequence will be as follows:

- Excavate to subgrade elevations shown on Figure II-18, Subgrade Layout Plan.
- Construct temporary erosion controls including diversion berms, channels, silt fences, and sediment basins.
- Construct an alternative liner system in accordance with Part III3F, Liner Quality Control Plan.

3.7.3 General Filling Sequence

30 TAC §330.61(d)(9)(B)

Throughout the development of the facility, the general filling sequence will be as follows:

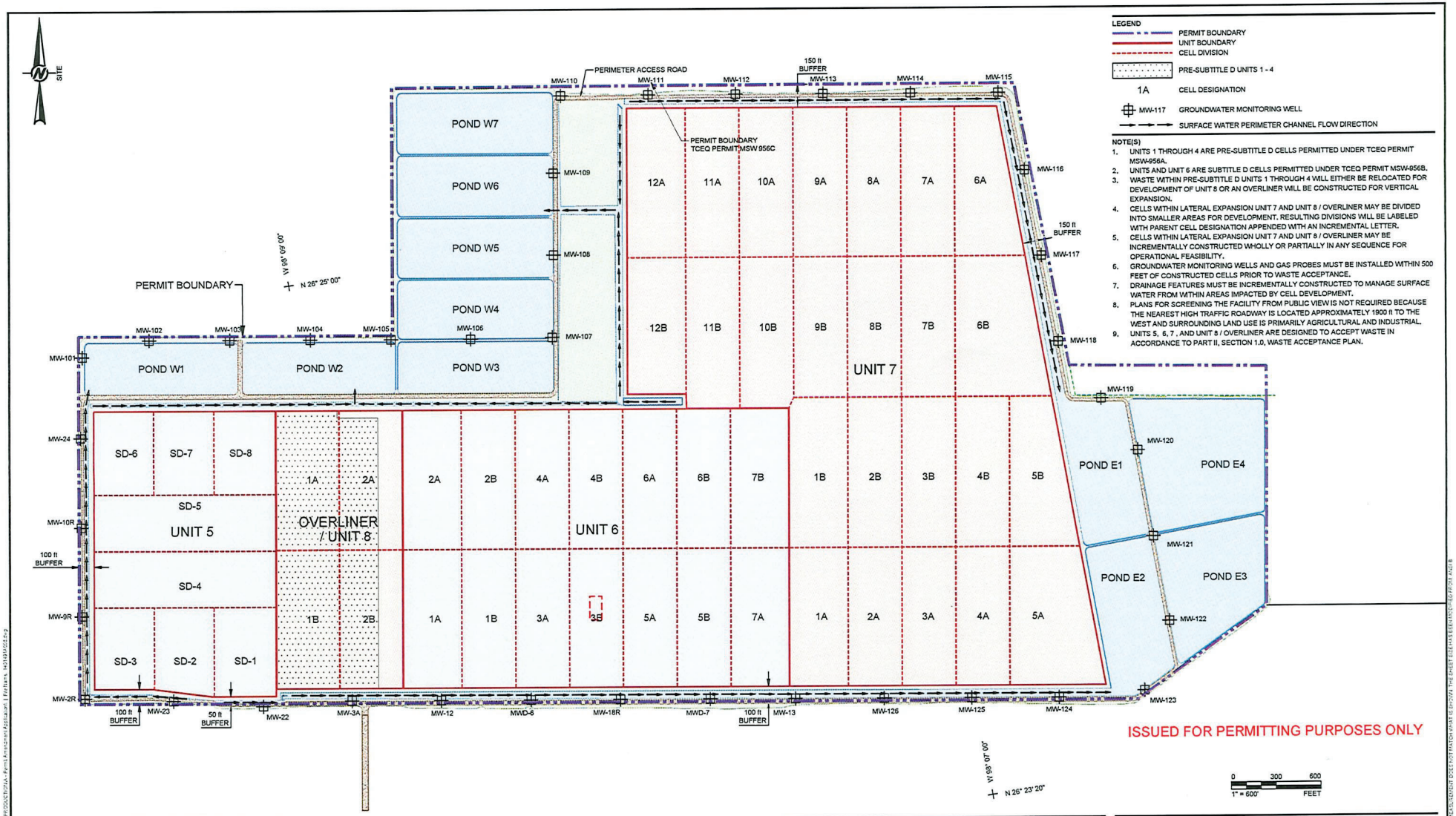
- The location of the initial working face in a newly constructed cell will be established around and including the sump area. Up-gradient berms will be constructed as necessary until the entire lined area of the constructed cell has been covered with waste including daily cover or an approved alternate.
- Place waste in lifts as determined by the site operator and construct storm water control berms as indicated within Part III2B, Active Face Berm Sizing.
- Temporary waste slopes will be graded at a maximum slope of 3H:1V. Temporary waste slope stability analysis is presented in Part III3B-2C, Interior Waste Slope Stability.
- Gas Collection and Control System will be installed incrementally as waste fill progresses in accordance with Part III6, Landfill Gas Management Plan.
- Provide intermediate cover as final grade is reached and in areas where storm water run-off discharges to the perimeter channel system.
- Install final cover in accordance with Part III7C, Final Cover Quality Control Plan over areas which will not receive additional waste.
- Drainage features must be incrementally constructed to manage surface water from within areas impacted by cell development in accordance to accordance to Part III2, Surface Water Drainage Report.

- Groundwater monitoring wells and gas probes must be installed within 500 feet of constructed cells prior to waste acceptance in accordance to Part III5, Groundwater Characterization Report and Part III6, Landfill Gas Management Plan respectively.

3.7.4 Closure and Post-Closure Care

Closure and Post Closure care of the facility are discussed in Part III7, Closure Plan and Part III8, Post-Closure Care Plan respectively.

FIGURES



REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED
1	2017-11-07	RESPONSE TO TCEQ FIRST NOTICE OF DEFICIENCY	CEI	TNB	JBF	CEI
0	2017-07-21	PERMIT AMENDMENT APPLICATION SUBMITTAL	CEI	AA	JBF	CEI

SEAL

STATE OF TEXAS
CHAD E. IRELAND
99293
LICENSED
PROFESSIONAL ENGINEER

GOLDER ASSOCIATES INC.
TEXAS REGISTRATION F-2578

CLIENT

CITY OF EDINBURG SOLID WASTE MANAGEMENT

CONSULTANT

Golder Associates

HOUSTON OFFICE
500 CENTURY PLAZA DRIVE, SUITE 190
HOUSTON, TEXAS
USA
[+1] (281) 821-6868
www.golder.com

PROJECT
EDINBURG REGIONAL DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION TCEQ PERMIT MSW-956C
EDINBURG, HIDALGO COUNTY, TEXAS

TITLE
FACILITY LAYOUT PLAN

PROJECT NO.	APPLICATION SECTION	REV.	21 of 30	FIGURE
1401491	II	1		II-17

REQUEST FOR PROPOSAL

2025-01

LANDFILL PERIMETER DRAINAGE IMPROVEMENTS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: October 16, 2024

DEADLINE FOR QUESTIONS: October 28, 2024

RESPONSE DEADLINE: November 26, 2024, 3:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR PROPOSAL

Landfill Perimeter Drainage Improvements

I. Introduction.....

II. Legal Notice .....

III. Instructions, Terms and Conditions.....

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Evaluation Criteria .....

Attachments:

A - Advertisement for Proposal

B - 00003_Table_of_Contents

C - 01010_Summary_of_Work

D - 01025_Measurement_and_Payment

E - 01040_Coordination

F - 01050_Field_Engineering

G - 01060_Health_and_Safety_Program

H - 01400_Quality_Assurance_and_Control_Services

I - 01810_Drawings

J - 02210_Excavation_and_Filling

K - 02220_Subgrade_Preparation

L - 02230_Caliche

M - C200_Instructions_to_Bidders (1)

N - C700_General_Conditions

O - C800_Supplementary_Conditions

P - Drawings

Q - Liner Quality Control Plan

R - Rules for Electronic Bidding

S - Attachment I - Insurance Requirements

1. Introduction

1.1. Summary

The project consists of providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications.

1.2. Background

A mandatory pre-bid conference for the Project will be held on Monday, October 28, 2024, at 1:00 PM at City of Edinburg Jasman Road Complex located at 8601 N. Jasman Road, Edinburg, Texas 78542. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

1.3. Contact Information

Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	October 16, 2024
Pre-Proposal Meeting (Mandatory)	October 28, 2024, 1:00pm A mandatory pre-bid conference for the Project will be held on Monday, October 28, 2024, at 1:00 PM at City of Edinburg Jasman Road Complex located at 8601 N. Jasman Road, Edinburg, Texas 78542. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

Question Submission Deadline	October 28, 2024, 5:00pm
Proposal Submission Deadline	November 26, 2024, 3:30pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Landfill Perimeter Drainage Improvements.

Sealed Proposals must be submitted electronically or received by the City Secretary's Office no later than:

3:30 pm, Tuesday, November 26, 2024.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:30 pm, Tuesday, November 26, 2024.

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

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

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. 2025-01" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2025-01

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Monday, October 28, 2024.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: Landfill Perimeter Drainage Improvements

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF "HARD COPY" RFP

If submitting a Hard Copy RFP, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive**. Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFPs submitted by facsimile (fax) will not be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. Failure to meet RFP requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews.

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

RFP CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after **SERVICES** have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for Landfill Perimeter Drainage Improvements as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for Proposals shall be directed to the e-procurement portal as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

ADDENDA AND MODIFICATIONS

Respondent shall carefully examine the RFP forms, specifications/requirements, and instructions to Respondents. Should the respondent find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any RFP. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available thru the e-procurement portal, and e-mailed, to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original RFP documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our “local” solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to “dealer” pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS “C” MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers’ Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all **City contracts of $15,000 or more**.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars ($25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification

of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

4. Specifications

4.1. Landfill Perimeter Drainage Improvements

The project consists of providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications. See vendor questionnaire and attachments for details.

5. Vendor Questionnaire

5.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. If you have any proprietary documents, please attach the redacted document here.

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

*5.4.1. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.4.2. Please fill out and sign the Non-Collusion Affidavit and upload here**

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.4.3. Please fill out and sign Attachment VI - HB 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- Attachment_VI_-_HB_89.pdf

*Response required

*5.4.4. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.4.5. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.4.6. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

*5.4.7. If awarded the 1295 form will need to be provided**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

☐ Yes
☐ No

*Response required

5.5. Solicitation Forms

*5.5.1. Please fill out the Bid Form and upload here.**

Please download the below documents, complete, and upload.

- C410_Bid_Form_-_Addendum_4.pdf

*Response required

*5.5.2. Please fill out and sign the Qualifications Statement and upload here**

Please download the below documents, complete, and upload.

- C451_Qualifications_Stateme...

*Response required

*5.5.3. Please fill out and sign the Agreement and upload here.**

Please download the below documents, complete, and upload.

- C520_Agreement_(1).pdf

*Response required

5.5.4. Please review the attached Performance Bond form.

- C610_Performance_Bond.pdf

*5.5.5. If awarded the Performance Bond will need to be provided**

☐ Yes
☐ No

*Response required

5.5.6. Please review the attached Payment Bond form.

- C615_Payment_Bond.pdf

*5.5.7. If awarded the Payment Bond will need to be provided**

☐ Yes
☐ No

*Response required

*5.5.8. Fill out and sign the Certification Regarding Debarment and upload here.**

Please download the below documents, complete, and upload.

- O_-_Certificate_Regarding_D...

*Response required

*5.5.9. Fill out and sign the Form of Business Document and upload here.**

Please download the below documents, complete, and upload.

- N_-_Form_of_Business_Docume...

*Response required

*5.5.10. Please fill out, sign and notarize the Affidavit of Insurance and upload here.**

Please download the below documents, complete, and upload.

- Attachment_II_-_Affidavit_o...

*Response required

*5.5.11. Please fill out and sign the Non Bribery Model Form and upload here. **

Please download the below documents, complete, and upload.

- G_-_Non_Bribery_Model_Form_...

*Response required

*5.5.12. Please fill out Attachment III - Project Requirements and upload here.**

Please download the below documents, complete, and upload.

- Attachment_III_-_Project_Re...

*Response required

*5.5.13. Please fill out the Attachment IV - Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- Attachement_IV_Litigation_D...

*Response required

*5.5.14. Please fill out Attachment V -Contractors Providing Proposal and upload here.**

Please download the below documents, complete, and upload.

- Attachment_V_-_Contractors_...

*Response required

6. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Proposer's itemized and total proposed price** SAMPLE: Utilizing the 80% Spread Formula Contractor Price Points Offeror No. 01 $1,000,000.00 35.0 Offeror No. 02 $1,050,000.00 32.67 Offeror No. 03 $1,100,000.00 30.33 Offeror No. 04 $1,150,000.00 28.0 70% spread: 35 x 70% = 24.5 points Results: 10.5 points spread 75% spread: 35 x 75% = 26.25 points Results: 8.75 points spread 80% spread: 35 x 80% = 28.0 points Results: 7 points spread 85% spread: 35 x 85% = 29.75 points Results: 5.25 points spread 90% spread: 35 x 90% = 31.5 points Results: 3.5 points spread 95% spread: 35 x 95% = 33.25 points Results: 1.75 points spread If the committee decided to utilize the 90% spread formula, Offeror No. 04 is only 4 points away from Offeror No. 1. The committee may feel that a 3.5 point difference is too close, and is unfair to the lowest price offeror. A 70% spread, or 10.5 point difference, may be too far spread out and may be considered unfair to the highest price offer. Especially since the prices are not too far apart on a $1 Million project. The point spread could be very different on a $300,000.00 project budget versus a $30 million project budget. After the percentage spread is agreed upon, in this case the 80% formula, the lowest offeror gets the maximum 35 points and the highest offeror gets 28 points. Everyone else in the middle will get their points scored proportionately (extrapolated). This is the scoring system which will be utilized by the ranking committee on the price category for all construction projects. The point system will vary from project to project depending on the project budget ranges, on the number of offers	Points Based	35 *(35% of Total)*

	submitted, and on the price spread differences between all offerors.		
2.	**Experience** Demonstrated prior experience for similar projects. Include last 10 completed projects matching this RFP or the last 5 years of similar completed, whichever does not exceed 10 projects. Provide original project start date, original substantial completion date and actual substantial completion date. Provide owner's representative (name and phone number), engineer of record and any justification for project delays.	Points Based	35 *(35% of Total)*
3.	**Years in Business (As a company)** Number of years in business: § More than 20 years (5 points total) § 15-20 years (4 points total) § 10-15 years (3 points total) § 5-10 years (2 points total) § Less than 5 years (1 point total)	Points Based	5 *(5% of Total)*
4.	**Resumes of Team and Subcontractors** Resumes of the team that will be working on the project, if awarded.	Points Based	5 *(5% of Total)*
5.	**Three (3) Positive Reference Letters** Three (3) Positive Reference Letters from successful similar projects.	Points Based	10 *(10% of Total)*
6.	**Five (5) Past Performance Evaluation Forms** Five (5) Past performance evaluation forms from previous owners of completed	Points Based	10 *(10% of Total)*

Bidder's List	
debbiegarc20@gmail.com	ablanchard@esiliners.com
elliott@dsengr.com	cdavee@friscoc.com
info@two-mm.com	avidrine@esiliners.com
brandi@abexcavation.com	lisah@lexinc.com
gsteinbrook@aandmengineering.com	dsherbaty@comanco.com
Dwain@aarinc.net	jeff.parrish@4xconstruction.com
abcengineeringinc@yahoo.com	Karen@intlining.com
adolphus@acoassociates.com	ccraig@prim.com
wayne@acumen-enterprises.com	dan@intlining.com
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ksreerama@AgilityEngineering.com	martha@fpitex.com
oscar.aguirre@aguirre-fields.com	gaylor@hammett-execavtion.com
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bsmalling@airandwasteengineering.com	rwells@tepinc.net
rhamel@all4inc.com	info@eisginc.com
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ccanonico@ardurra.com	colette.lewis@ffgsconsulting.com
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arasmussen@avenueconsultants.com	jhammaker@gfnet.com
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dvernon@bmbi.com	jburhama@getanresources.com
sdriver@bhbinc.com	arlardizabal@ggcsurvey.com
rcrouch@bakerlawson.com	contact@ggedc.com
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sflores@bendicion-companies.com	mpierson@gra-ce.net
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cfrazier@blocdesign.com	luis@greenway-studio.com
karen@blockheadstrategy.com	ggonzales@grisengineering.com
sebowman@bec-inc.com	mharris@GuardianEngEnt.com
ashley@breezydayllc.com	dan.young@guyengr.com
roman@brockbustillos.com	sdam@global-civil.com
info@bsivexon.com	g.gonzalez@gs-engineers.com
caleb@carrcontractors.com	sanderson@gradient-group.com
accounting-group@camposengineering.com	info@grnserv.com
canopylawns@gmail.com	gevans@hwlochner.com
scostello@carollo.com	tod.henning@h2bengineers.com
channys@casengineers.com	info-marketing@halff.com
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amanda.wheeler@swinerton.com	certs@pozcam.com
scamarillo@salcedogroupinc.com	eduardo@premier-ce.com
jsanchez@ssa-pe.com	theresa.ramirez@ulrichengineers.com
GVILLARREAL@SEAGULLPME.COM	jhobbs@unintech.com
robert.siegfried@siegfriedec.com	sherifm@unitede.com
nsimon@simonengineering.com	cgonzalez@uigtexas.com
mark.e.nelson@safe-tx.com	JOAN@UTECONSULTANTS.COM
amir@southtowneng.com	jvrvento@aol.com
stonedemoliton@outlook.com	JDELEON@VENTURIENG.COM
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Brian@taloncivil.com	MATTHEW.WELSH@VOSBURGWELSH.COM
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Kaitelyn.Miller@tetratech.com	tmathews@westwardenv.com
marketing@connectcec.com	charlee.russell@westwoodps.com
k.Jurado@texsce.com	freddie@totalgreater.com
admin@themxygroup.com	PReinhart@wsbeng.com
rvarnell@trccompanies.com	chad.tompkins@wtcinc.com
EDELAGARZA@TRIUNCO.COM	accounting@wuestgrouptx.com
mandytam@tcsengineering.com	jwalker@watearth.com
rsalazar@trimadstx.com	kbrooks@whitehawkmail.com
dyancy@criterium-yancy.com	scooksey@whitestoneenv.com
lyoung@yprconsulting.com	eyaggi@yaggiengineering.com
info@igetservices.com	STACI@YARROWLANDSCAPING.COM

	ysramconsulting@outlook.com

Pre Bid Meeting 10/29/24

Name	Company	Phone	Email
Chris Castillo	Enrique's Construction ECon	(956)292-1540	phoenix2023.chris@gmail.com
Robert Guerra	ECon	(956)207-7124	rguerra09@gmail
Isaac Galpin	Diamond 8 Ind.	(956) 200-9347	Isaac@diamond8industrial.com
Jorge Garza	Synergy	956-219-3739	J.garza@synergydc.us
Fred Corazo	Synergy	956-747-3506	Estimating@synergydc.us
John Goldammer	DJ Site construction	956-874-8617	J.Gold@djsiteconstruction.com
Mark Goldammer	DJ Site	956-605-2197	mark.goldammer@djsiteconstruction.com
Lisa Cavazos	LEK, INC	281 937 9700	lisah@lexinc.com
Hunter Watson	4X Construction	817-505-6299	keith.ruf@4xconstruction.com
J. Contreras	Hammett Exc	214 489-0018	Gaylon@hammett-excavation.com

THE CITY OF Edinburg

RFP 2025-01 - Landfill Perimeter Drainage Improvements

Opening Date: November 26, 2024 at 3:30 p.m.

C410 Bid Form for Construction Contract				Longhorn Excavators, Inc.		4X Construction Group, LLC		Econ Group, LLC	
Line Item	Description	Unit of Measure	Estimated Quantity	Bid Unit Cost	Bid Amount	Bid Unit Cost	Bid Amount	Bid Unit Cost	Bid Amount
001	Mobilization/Demobilization	LS	1	159,690.00	159,690.00	320,000.00	320,000.00	71,221.50	71,221.50
002	Payment and Performance Bond	LS	1	42,963.90	42,963.90	45,000.00	45,000.00	115,000.00	115,000.00
101	Project Dewatering/Stormwater Management	LS	1	45,690.00	45,690.00	45,000.00	45,000.00	174,097.00	174,097.00
102	Temporary Erosion and Sedimentation Control	LS	1	57,960.00	57,960.00	28,000.00	28,000.00	109,206.30	109,206.30
103	Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation	CY	4,700	4.80	22,560.00	5.00	23,500.00	43.68	205,296.00
104	Excavation/Subgrade Preparation and hauling to the stockpile area	CY	694,000	2.43	1,686,420.00	2.95	2,047,300.00	3.11	2,158,340.00
105	Structural Fill	CY	180,900	2.07	374,463.00	2.32	419,688.00	7.29	1,318,761.00
106	Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile	SF	320,400	2.04	653,616.00	2.30	736,920.00	3.65	1,169,460.00
107	Stormwater Ponds - 60 mil HDPE Textured Geomembrane	SF	916,500	0.63	577,395.00	0.71	650,715.00	0.88	806,520.00
108	Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile	SF	916,500	0.30	274,950.00	0.34	311,610.00	0.62	568,230.00
109	Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe	LF	70	48.00	3,360.00	100.00	7,000.00	76.77	5,373.90
110	Anchor Trench	LF	5,550	9.00	49,950.00	9.00	49,950.00	31.61	175,435.50
111	Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts	LF	360	228.00	82,080.00	180.00	64,800.00	192.04	69,134.40
112	Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts	LF	240	350.00	84,000.00	270.00	64,800.00	293.68	70,483.20
113	Seeding/Vegetation	AC	29	3,474.00	100,746.00	5,950.00	172,550.00	3,877.62	112,450.98
114	Gas Interceptor Trench Modification	LF	370	145.53	53,846.10	35.00	12,950.00	235.26	87,046.20
	Sub Total				**$4,269,690.00**		**$4,999,783.00**		**$7,216,055.98**

Alternate Bid Item				Longhorn Excavators, Inc.		4X Construction Group, LLC		Econ Group, LLC	
Line Item	Description	Unit of Measure	Estimated Quantity	Bid Unit Cost	Bid Amount	Bid Unit Cost	Bid Amount	Bid Unit Cost	Bid Amount
201	Monitoring Wells and Gas Probes to be Recollected, Extended, Cut, or Plugged and Abandoned	LS	1	270,690.00	$270,690.00	375,000.00	$375,000.00	553,612.50	$553,612.50
	Sub Total				**$270,690.00**		**$375,000.00**		**$553,612.50**

	Grand Total				**$4,540,380.00**		**$5,374,783.00**		**$7,769,668.48**

January 21, 2025 Project No. US-WSP-31406780.000

Mr. Ramiro L. Gomez Jr.
Director of Solid Waste Management
Department of Solid Waste Management
Jasman Road Complex
8601 N. Jasman Road
Edinburg, Texas 78542

RECOMMENDATION OF PROPOSAL AWARD
PROPOSAL 2025-01 LANDFILL PERIMETER DRAINAGE IMPROVEMENTS
EDINBURG REGIONAL DISPOSAL FACILITY, TCEQ PERMIT MSW-956C

Dear Mr. Gomez:

WSP USA Inc. (WSP) has completed evaluation of Proposal 2025-01 for Landfill Perimeter Drainage Improvements at Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C. The City of Edinburg (City) received four complete and timely proposals, however only three were qualified after the initial acceptance review. Proposals from 4X Construction Group, LLC of Mansfield, Texas, Longhorn Excavators, Inc. of Richmond, Texas, and E-con Group, LLC of Edinburg, Texas were scored based on itemized and total proposed price, experience for similar projects, years in business, resumes of team and subcontractors, positive reference letters, and past performance evaluations.

Longhorn Excavators, Inc. of Richmond, Texas (Longhorn) scored the highest in comparison to the other qualified bids received. They have been in business since 1993 and have substantial relevant TCEQ construction experience, well qualified project superintendents, and well-established subcontractors. Longhorn is the low bidder with a base bid of $4,269,690 and alternative bid of $270,690 totaling $4,540,380. Longhorn's total cost is 16% lower than the second lowest total bid received. We have reviewed Longhorn's bid for accuracy and compliance with the bid documents and find that the bid is mathematically accurate and was accompanied by the required bid bond and qualifications information.

Based on the proposal's scoring criteria, we recommend that the City award the project to **Longhorn Excavators Inc.** in the amount of **$4,540,380**. We appreciate the opportunity to be of service to the City. If you should have any questions regarding this recommendation or if further information is required, please do not hesitate to contact us at (281) 821-6868.

Sincerely,

WSP USA Inc.



Chad E. Ireland, PE
Assistant Vice President
TX / LA Civil and Ground Engineering Leader

https://wsponlinenam-my.sharepoint.com/personal/chad_ireland_wsp_com/documents/desktop/edinburg/bids/2025-001 recommdendation - 20250121.docx

THE CITY OF Edinburg

RFP 2025-01 - Landfill Perimeter Drainage Improvements

Opening Date: November 26, 2024 at 3:30 p.m.

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score
Longhorn Excavators, Inc.	79	78	79	78.67
4X Construction Group, LLC	76.5	74.5	76.2	75.73
Econ Group, LLC	37	55	62	51.33

[LONGHORN EXCAVATORS, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2025-01

Landfill Perimeter Drainage Improvements

RESPONSE DEADLINE: November 26, 2024 at 3:30 pm

Report Generated: Tuesday, November 26, 2024

Longhorn Excavators, Inc. Response

CONTACT INFORMATION

Company:
Longhorn Excavators, Inc.

Email:
lisah@lexinc.com

Contact:
Lisa Hagood

Address:
1819 First Oaks Street
Suite 140
Richmond, TX 77406

Phone:
(281) 937-9700

Website:
www.lexinc.com

Submission Date:
Nov 26, 2024 11:25 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Nov 18, 2024 10:17 AM by Lisa Hagood

Addendum #2
Confirmed Nov 18, 2024 10:17 AM by Lisa Hagood

Addendum #3
Confirmed Nov 18, 2024 10:17 AM by Lisa Hagood

Addendum #4
Confirmed Nov 26, 2024 8:46 AM by Lisa Hagood

Addendum #5
Confirmed Nov 26, 2024 8:46 AM by Lisa Hagood

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Bid_Documents_-_City_of_Edinburg_-_Landfill_Perimeter_Drainage_Improvements.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

COI_-_City_of_Edinburg_-_Landfill_Perimeter_Drainage_Improvements.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN ATTACHMENT VI - HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- Attachment_VI_-_HB_89.pdf

Attachment_VI_-_HB_89_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Conflict_of_Interest_Questionnaire.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at

least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE BID FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- C410_Bid_Form_-_Addendum_4.pdf

C410_Bid_Form_-_Addendum_4_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE QUALIFICATIONS STATEMENT AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- C451_Qualifications_Stateme...

C451_Qualifications_Statement_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE AGREEMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- C520_Agreement_(1).pdf

C520_Agreement_(1)_LEX_Signed.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.

- C610_Performance_Bond.pdf

surety_letter.PDF

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.

- C615_Payment_Bond.pdf

surety_letter.PDF

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED*
Yes

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O_-_Certificate_Regarding_D...

O_-_Certificate_Regarding_Debarment_-_Document_00644_LEX_Signed.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N_-_Form_of_Business_Docume...

N_-_Form_of_Business_Document_00645_LEX_Signed.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Attachment_II_-_Affidavit_o...

Attachment_II_-_Affidavit_of_Insurance_LEX_Signed.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE. *

Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_Model_Form_-_SECTION_00113_LEX_Signed.pdf

PLEASE FILL OUT ATTACHMENT III - PROJECT REQUIREMENTS AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Attachment III - Project Re...

Attachment_III_-_Project_Requirements_LEX_Signed.pdf

PLEASE FILL OUT THE ATTACHMENT IV - LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- Attachement IV Litigation D...

Attachement_IV_Litigation_Disclosure.pdf

PLEASE FILL OUT ATTACHMENT V -CONTRACTORS PROVIDING PROPOSAL AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Attachment V - Contractors ...

Attachment_V_-_Contractors_Providing_Proposal_General_Questionnaire.pdf

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City Secretary's Office** located at **415 W. University Drive, Edinburg, Texas 78539.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

1. Earthworks

   a. Relevant experience with projects of similar size and scope performed over the past five years. The comparable scope shall be at least a quarter of the size of the proposed project.

   b. At least two key personnel and their potential alternate with relevant experience with projects of similar size and scope employed by the Bidder.

   c. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

2. Geosynthetic Installation

   a. A minimum of one million square feet of geomembrane installation over the past five years.

   b. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

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3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Mobilization/Demobilization	LS	1	159,690.00	$159,690.00
002	Payment and Performance Bond	LS	1	42,963.90	$42,963.90
101	Project Dewatering/Stormwater Management	LS	1	45,690.00	$45,690.00
102	Temporary Erosion and Sedimentation Control	LS	1	57,960.00	$57,960.00
103	Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation	CY	4,700	4.80	$22,560.00
104	Excavation/Subgrade Preparation and hauling to the stockpile area	CY	694,000	2.43	$1,686,420.00
105	Structural Fill	CY	180,900	2.07	$374,463.00
106	Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile	SF	320,400	2.04	$653,616.00
107	Stormwater Ponds - 60 mil HDPE Textured Geomembrane	SF	916,500	0.63	$577,395.00
108	Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile	SF	916,500	0.30	$274,950.00
109	Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe	LF	70	48.00	$3,360.00
110	Anchor Trench	LF	5,550	9.00	$49,950.00
111	Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts	LF	360	228.00	$82,080.00
112	Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts	LF	240	350.00	$84,000.00
113	Seeding/Vegetation	AC	29	3,474.00	$100,746.00
114	Gas Interceptor Trench Modification	LF	370	145.53	$53,846.10
Total of All Unit Price Bid Items					$4,269,690.00

Alternate Bid Item

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
201	Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned	LS	1	270,690.00	$270,690.00

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Total of All Unit Price Bid Items	$ 4,540,380.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

The contractor shall provide all necessary materials, labor, full-time supervision (defined as the Contractor's Authorized Representative or Resident Representative unless otherwise approved in writing by the City of Edinburg Project Manager), and equipment to perform the services in accordance with the Construction Agreement, plans, and specifications herein or subsequently approved by the Owner. The Services include, but are not limited to, the following items:

Item 001 Mobilization/Demobilization

Mobilization of sufficient labor, equipment, and material to adequately advance the Work, and demobilization of said items, leaving the site in satisfactory condition. Includes and covers the furnishing of all materials, labor, tools, and equipment necessary for the assembling and setting up of the project, including the initial movement of personnel and equipment to the project site; application, fee payment and acquisition for all necessary permits; the establishment of the Contractor's shops, plants, storage areas, field office, temporary water, electrical, telephone, sanitary and other temporary facilities; establishment of a field office with utilities; and insurance, bonds, and other initial expenses required for the start of work, and demobilization of said items, followed by required site restoration.

Item 002 Payment and Performance Bond

Refer to Contract Forms section 00620 and 00610 for Payment Bond and Performance Bond.

Item 101 Project Dewatering / Stormwater Management

The contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project. Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface water infiltration.

Item 102 Temporary Erosion and Sedimentation Control

The contractor shall also be responsible for constructing and maintaining erosion and sediment controls. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. This requirement shall be in effect over the entire project. The contractor shall install a silt fence and other appropriate measures around the construction area to retain soil on disturbed land and keep sediments out of waterways and storm drains.

Item 103 Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation

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The contractor shall excavate, transport, and dispose of probable waste encountered from south of Pre-Subtitle D (Units 1-4) units during the construction of the drainage ditch. The Contractor shall backfill to achieve the design grade and elevation and prepare the subgrade of the drainage ditch. The location of the waste disposal area is shown in Figure 2 – Drainage Improvements Site Layout. A minimum of 2-ft of compacted clayey soil to be placed over any exposed waste.

Item 104 Excavation/Subgrade Preparation and hauling to the stockpile area

The contractor shall excavate and prepare subgrade for drainage ditch, stormwater ponds, and perimeter berm including placement, compaction, hauling, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Over-excavated sandy soil and clay soil shall be hauled to the location as shown in Figure 3 – Drainage Improvements Site Layout. Clay-rich soil shall be used for structural backfill. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 105 Structural fill

The Contractor shall place structural fill for drainage ditch, stormwater ponds, and perimeter berm to achieve the design grade and elevation; including excavation, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Excess clayey soil stockpiled during excavation shall be re-used during structural filling. Details are presented in Drawings. Density requirements is 95% compaction of standard proctor. Testing will be performed for horizontal lifts at one test for each 100 linear feet per each 12 inches of thickness; and parallel lifts at one test for each 8,000 sqft of surface area per lift (but no less than 3 density tests per 6 inch lift). Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 106 Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile

The contractor shall construct the Road on the top of the perimeter berm including supply of materials, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. The Road construction shall consist of Caliche material with underlying 10 oz. nonwoven needle-punched geotextile and Tensar Tx5 Triaxial Geogrid. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 107 Stormwater Ponds - 60 mil HDPE Textured Geomembrane

The contractor shall be responsible for the purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geomembrane shall be installed as per the approved permit Liner Quality Control Plan. Details in Figure 21 – Stormwater Ponds.

Item 108 Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile

The contractor shall be responsible for the purchase, supply, loading, unloading, installation, guarantee, warranty, stormwater/groundwater control, and maintenance. Details are presented in Drawings.

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Item 109 Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe

The contractor shall purchase, supply, supply, load, unload, and install one 24-inch HDPE Pipe to the grade and elevation shown in the design drawings. Details in Figure 21 – Stormwater Ponds and Figure 22 - Typical Details. HDPE pipe shall conform to ASTM D-248, Type III, Class C, Category 5, Grade P34 with a PPI rating of PE 3408.

Item 110 Anchor Trench

Including excavation of a trench, laying geomembrane and geotextile, backfill, compaction, hauling excess soil, stormwater/groundwater control, and surface water control. Details in Figure 21 – Stormwater Ponds and Figure 22 – Typical Details.

Item 111 Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 6 nos. – 36-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 4 – Grading Plan 1. Class III RCP pipe to be installed per TxDOT Item 464.

Item 112 Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 4 nos. – 48-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 7 – Grading Plan 4. Class III RCP pipe to be installed per TxDOT Item 464.

Item 113 Seeding/Vegetation

The contractor shall Seed/vegetate on the areas shown in the figure as well as on the disturbed areas during construction work. The contractor shall be responsible for the full growth of vegetation. Details in Figure 23 – Extent of Vegetation. Seeding per TxDOT Item 164.

Item 114 Gas Interceptor Trench Modification

The contractor shall purchase, load, unload, remove, and reinstall horizontal and vertical 3-inch PVC pipe at the location shown in the figures (See Figure 4 and Figure 5). It includes excavation, hauling, compacted backfill, and stormwater/groundwater control.

The first Gas Interceptor Trench is located approx. between stations 2+00 to 4+00. It lies on the drainage ditch as shown in Figure 4. The 3-inch PVC horizontal pipes shall be removed and re-installed to a depth of 4 feet below the drainage ditch. The 3-inch vertical PVC pipes shall be extended 3 feet above the drainage ditch surface. Details in Figure 22 - Typical Details.

The second Gas Interceptor Trench is located approx. between stations 7+00 to 8+00 as shown in Figure 4. The 3-inch vertical PVC pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

The third Gas Interceptor Trench is located approx. at station 16+50 as shown in Figure 5. The 3-inch PVC vertical pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

Item 201 Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned

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The contractor shall modify the elevations, relocate, or plug and abandon the gas probes, monitoring wells, and piezometers in accordance with the Landfill Perimeter Drainage Improvement drawings as summarized in the table below.

Relocated	Extended	Cut	Plugged and Abandoned
GP-25	MW-22	GP-126	PZ-131
GP-24	GP-35	MW-126	PZ-133
GPD-6	MW-3A	GP-125	
GP-44	MW-12	MW-125	
	GP-48	GP-124	
	GPD-4	MW-124	
	MWD-6	GP-123	
	GP-47	MW-123	
	GPD-5	GP-122	
	MW-18R	MW-122	
	GP-46		
	MWD-7		
	GP-45		
	MW-13		

Gas Probes to be relocated

Borings for monitoring probes will be performed by drillers registered in the State of Texas, drilled with a hollow-stem auger and sampled with a split-tube sampler, logged, and supervised by either a qualified professional geologist or a registered professional engineer. Installation details are provided in Part III, Attachment 6, Landfill Gas Management Plan. Replaced gas probes must be plugged and abandoned by drillers registered in the State of Texas.

Monitoring Wells and Gas Probes to be Extended

Monitoring wells and gas probes to be extended to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Cut

Monitoring wells and gas probes to be cut to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Plugged and Abandoned

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Monitoring wells and gas probes to be plugged and abandoned will be performed by drillers registered in the State of Texas.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.03 Bidder agrees that the Work will be substantially complete within **180** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** calendar days after the date when the Contract Times commence to run.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	October 29, 2024
2	November 14, 2024
3	November 15, 2024
4 and 5	November 20 and 22, 2024

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder 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. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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. Bidder 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 Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. 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.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. 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.

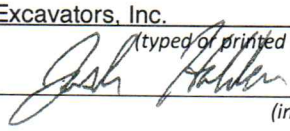
d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Longhorn Excavators, Inc.
(typed or printed name of organization)

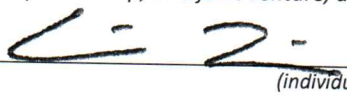
By: 
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: November 26, 2024
(typed or printed)

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

Attest: 
(individual's signature)

Name: Eric Unsinn
(typed or printed)

Title: Secretary
(typed or printed)

Date: November 26, 2024
(typed or printed)

Address for giving notices:

1819 First Oaks Street, Suite 140, Richmond, TX 77406

Bidder's Contact:

Name: Lisa Hagood
(typed or printed)

Title: Administrative Manager
(typed or printed)

Phone: 281-937-9700

Email: Lisah@lexinc.com

Address:

1819 First Oaks Street, Suite 140, Richmond, TX 77406

Bidder's Contractor License No.: (if applicable) N/A

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LONGHORN EXCAVATORS EST 1993

PHONE: 281.937.9700 FAX: 281.937.1207 ADDRESS: 1819 First Oaks St., Suite 140, Richmond, TX 77406

CORPORATE RESOLUTION

I, Eric Unsinn, Secretary of Longhorn Excavators, Inc., a corporation organized under the laws of the State of Texas do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said Corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and the by-laws of said Corporation on the 26th day of November 2024

RESOLVED that
Joshua Holden, CEO
Eric Unsinn – Vice President, Secretary

Be it further resolved, that notwithstanding any change to or termination of the foregoing authority by operation of law or otherwise, any originator of such agreements, contracts and bonds and any assignee thereof shall be fully protected and held harmless in relying and acting upon said authorization until they shall have received written notice from the Corporation of any such change or termination.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

In witness whereof, I have hereunto set my name as Secretary and affixed the seal of said Corporation, this 26th day of November 2024.

Eric Unsinn, Secretary
1819 First Oaks Street, Suite 140
Richmond, Texas 77406
Incorporated in the State of Texas

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Longhorn Excavators, Inc.
1819 First Oaks Street, Suite 140, Richmond, TX 77406

as Principal, hereinafter called the Principal, and Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

a corporation duly organized under the laws of the State of IL
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Edinburg

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid
Dollars ($ 5% G.A.B.),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Edinburg Regional Disposal Facility - Landfill Perimeter Drainage Improvements (Project No. 2025-01)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of November, 2024

Lisa Haywood
(Witness)

Longhorn Excavators, Inc.
(Principal) (Seal)

By: Joshua Holden
Joshua Holden-CEO (Title)

D Bledsoe
(Witness)

Continental Casualty Company
(Surety)

By: Hannah Montagne
Attorney-in-Fact Hannah Montagne

Surety Phone No.

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Hannah Montagne , Individually

of The Woodlands, TX their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Longhorn Excavators, Inc.
Obligee: City of Edinburg

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 19th day of November, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F6853-6/2023

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. Bid Bond

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
333 South Wabash – Floor 41
Chicago, IL 60604

Telephone: (312) 822-7330

Email: claims@cnasurety.com

Form F6944

Longhorn Excavators, Inc. | Building Success from the Ground Up
1819 First Oaks Street, Suite 140
Richmond, TX 77406
Office: 281-937-9700 | Fax: 281-937-1207
Website: www.lexinc.com

List of Proposed Subcontractors/Suppliers for City of Edinburg - Landfill Perimeter Drainage Improvements

Name: GNO Enterprises LLC
Address: 17350 State Highway 249, Ste 200, Houston, TX 77064
Phone: 346-693-1616
Work to be Done: Pipe Installation, Welding
Individuals Responsible for Work: Jessica and Orlando

Name: Lone Star Lining Company
Address: 1675 American Way, Cedar Hill, TX 75104
Phone: 972-291-5494
Work to be Done: Stormwater Pond Geosynthetic Supplier/Installer
Individuals Responsible for Work: Kent Jett

Name: Hydrogeologic-Environmental Testing
Address: PO Box 1364, Alvin, TX 77512
Phone: 409-789-4590
Work to be Done: Monitoring Wells/Gas Probes Installation/Relocation
Individuals Responsible for Work: Stefan Stamoulis

Name: ISCO Industries
Address: 100 Witherspoon Street 2West, Louisville, KY 40202
Phone: 832-535-4100
Work to be Done: Pipe Supplier
Individuals Responsible for Work: Todd Miller

Name: Ameritx
Address: 4001 E U.S. Hwy 90, Seguin, TX 78155
Phone: 830-372-2300
Work to be Done: RCP Supplier
Individuals Responsible for Work: Preston Adkins

Name: J. KRU land Services, LLC
Address: 10321 Koenig St., Houston, Texas 77034
Work to be Done: Seeding Supplier/Installer
Phone: 281-746-7273
Individuals Responsible for Work: Chris Kruger

Name: Texas Sand & Gravel
Address: 1311 E. FM 917, Alvarado, TX 76009
Phone: 817-225-0059
Work to be Done: Base Supplier
Individuals Responsible for Work: Brandon Hall

Name: Contractor's Source, Inc
Address: PO Box 2515, Cypress, TX 77410
Phone: 281-304-0812
Work to be Done: Geotextile and Geogrid Supplier
Individuals Responsible for Work: Shelly Maranto

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for LONGHORN EXCAVATORS, INC. (file number 126893100), a Domestic For-Profit Corporation, was filed in this office on April 30, 1993.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 09, 2024.

Jane Nelson
Secretary of State

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Longhorn Excavators, Inc.		
Corporate Office			
Name:	Joshua Holden and Lisa Hagood	Phone number:	281-937-9700
Title:	CEO and Administrative Manager	Email address:	Lisah@lexinc.com
Business address of corporate office:	1819 First Oaks Street, Suite 140		
	Richmond, TX 77406		
Local Office			
Name:	same as above	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

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

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

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

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

Name:	Joshua Holden	Title:	CEO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No limit
Name:	John Parker	Title:	President
Authorized to sign contracts: ☐ Yes ☒ No		Limit of Authority:	$
Name:	Eric Unsinn	Title:	Secretary
Authorized to sign contracts: ☐ Yes ☒ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

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ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Eric Unsinn

Safety Certifications		
Certification Name	Issuing Agency	Expiration

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

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Longhorn	1.34			.74			.75		

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Barry Capers
Business address:	2222 Greenhouse Rd, #2100 Houston, TX 77084

Date of Business's most recent financial statement:	3/14/24	☒ Attached
Date of Business's most recent audited financial statement:	N/A	☐ Attached

Financial indicators from the most recent financial statement	
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)	1.44
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)	1.47

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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:	Continental Casualty Company		
Surety is a corporation organized and existing under the laws of the state of:		Illinois	
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):	151 North Franklin Street Chicago, Illinois 60606		
Physical Address (principal place of business):	151 North Franklin Street Chicago, Illinois 60606		
Phone (main):	312-822-5000	Phone (claims):	312-822-7330

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)	
Starr Surplus Lines Insurance Company		Commercial Liability	
Clear Blue Insurance Company		Automobile Liability	
Service Lloyds Insurance Company		Workers Compensation	
Markel American Insurance Company		Inland Marine - Equipment Insurance	
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):	Higginbotham Insurance Agency, Inc. 1400 FM 528, Suite F, Webster TX 77598		
Physical Address (principal place of business):	same		
Phone (main):	281-990-6051	Phone (claims):	281-990-6051

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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:	100
Estimate of revenue for the current year:	$50,000,000
Estimate of revenue for the previous year:	$48,639,119

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

Years of experience with projects like the proposed project:				
As a general contractor:	31+	As a joint venturer:	31+	
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.

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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.

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This Statement of Qualifications is offered by:

Business: Longhorn Excavators, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: November 26, 2024
(date signed)

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

Attest: _____
(individual's signature)

Name: Eric Unsinn
(typed or printed)

Title: Secretary
(typed or printed)

Address for giving notices:
1819 First Oaks Street, Suite 140, Richmond, TX 77406

Designated Representative:

Name: Lisa Hagood
(typed or printed)

Title: Administrative Manager
(typed or printed)

Address:
1819 First Oaks Street, Suite 140, Richmond, TX 77406

Phone: 281-937-9700

Email: lisah@lexinc.com

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Schedule A—Current Projects

Name of Organization	See attached qualification statement			
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					

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
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Schedule B—Previous Experience with Similar Projects

Name of Organization	See attached qualification statement				
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					

EJCDC® C-451, Qualifications Statement—Schedule B—Previous Experience with Similar Projects.
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Schedule B—Previous Experience with Similar Projects

Name of Organization	See attached qualification statement			
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					

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Schedule C—Key Individuals

Project Manager			
Name of individual		Eric Unsinn - see attached resumes	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		GregParker - see attached resume	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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

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LONGHORN EXCAVATORS, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED NOVEMBER 30, 2023 AND 2022

BARRY CAPERS

PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

C O N T E N T S

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STATEMENTS OF INCOME AND RETAINED EARNINGS 4

STATEMENTS OF CASH FLOWS 5

NOTES TO FINANCIAL STATEMENTS 6

BARRY CAPERS

PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

2222 Greenhouse Rd., #2100
Houston, Texas, 77084

(281) 242-2400
Fax: (281) 242-6717
https://www.barrycaperscpa.com

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Longhorn Excavators, Inc.
Richmond, Texas

We have reviewed the accompanying financial statements of Longhorn Excavators, Inc., which comprise the balance sheets as of November 30, 2023 and 2022, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Longhorn Excavators, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountants' Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Barry & Capers, P.C.

Barry & Capers

March 14, 2024

LONGHORN EXCAVATORS, INC.
BALANCE SHEETS
NOVEMBER 30, 2023 AND 2022

A S S E T S

	2023	2022
CURRENT ASSETS:		
Cash	$ 3,002,351	$ 2,643,377
Accounts receivable:		
Trade	6,979,183	7,402,228
Unbilled work	407,363	
Related party	1,400,000	
Employees	4,080	4,737
Employee retention credit	280,037	1,095,734
Miscellaneous	144,478	
	9,215,141	8,502,699
Contract assets:		
Accounts receivable - retainage	968,754	2,906,830
Prepaid expenses	124,087	6,550
Total current assets	13,310,333	14,059,456
PROPERTY AND EQUIPMENT:		
Automobiles and trucks	241,188	267,648
Machinery and equipment	98,821	98,821
	340,009	366,469
Less accumulated depreciation	132,928	124,604
	207,081	241,865
OTHER ASSETS:		
Deposit - federal income tax	65,181	200,721
Club memberships	24,500	24,500
	89,681	225,221
TOTAL	$ 13,607,095	$ 14,526,542

See independent accountants' review report

See notes to financial statements

L I A B I L I T I E S A N D S T O C K H O L D E R ' S E Q U I T Y

	2023	2022
CURRENT LIABILITIES:		
Line of credit	$ 1,100,000	
Current maturities of long-term debt	640,189	$ 648,090
Accounts payable:		
Trade	4,892,139	5,159,112
Miscellaneous	21,531	62,487
	4,913,670	5,221,599
Accrued expenses:		
Ad valorem taxes	4,740	1,337
Franchise tax	61,872	120,000
Labor payrolls, bonuses and payroll taxes	428,755	582,140
Equipment and other job costs	14,650	4,381
	510,017	707,858
Contract liabilities:		
Accounts payable - retainage	7,874	185,710
Billings in excess of cost and estimated earnings on contracts in progress	2,071,499	2,066,177
	2,079,373	2,251,887
Total current liabilities	9,243,249	8,829,434
LONG-TERM DEBT:		
Total	1,825,584	2,445,272
Less current maturities	640,189	648,090
	1,185,395	1,797,182
STOCKHOLDER'S EQUITY (DEFICIT):		
Common stock - par value, $1; authorized, 100,000 shares; issued 1,000 shares; outstanding 333 shares	1,000	1,000
Retained earnings	5,313,639	6,035,114
	5,314,639	6,036,114
Less treasury stock at cost (667 shares)	(2,136,188)	(2,136,188)
	3,178,451	3,899,926
TOTAL	$ 13,607,095	$ 14,526,542

LONGHORN EXCAVATORS, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED NOVEMBER 30, 2023 AND 2022

	2023	2022
CONSTRUCTION REVENUE	$ 48,639,119	$ 61,859,795
DIRECT COSTS	43,061,160	50,741,231
FIELD PROFIT	5,577,959	11,118,564
GENERAL AND ADMINISTRATIVE EXPENSES:		
Advertising	6,554	24,753
Automobile	170,184	260,215
Bad debt	500	478
Bank charges	11,655	6,438
Contract and leased labor	334,537	350,458
Depreciation		4,260
Dues and subscriptions	84,519	50,253
Insurance	656,223	470,725
Legal, accounting and other	446,651	417,189
Meals and entertainment	43,949	48,195
Office supplies	78,480	94,561
Postage, printing and developing	13,168	9,270
Rent	107,808	86,234
Salaries and wages	1,121,345	1,356,473
Sales and promotional	25,058	41,520
Taxes - other than income	332,553	362,029
Telephone and radio	30,778	52,327
Travel	52,651	40,753
Utilities	11,134	11,979
Miscellaneous	104,430	159,433
	3,632,177	3,847,543
OPERATING INCOME	1,945,782	7,271,021
OTHER INCOME (EXPENSE):		
Gain on disposal of property and equipment	19,603	79,918
Interest expense	(134,139)	(204,325)
Miscellaneous	(21,874)	33,154
	(136,410)	(91,253)
NET INCOME	1,809,372	7,179,768
RETAINED EARNINGS - BEGINNING OF YEAR	6,035,114	1,741,364
TOTAL	7,844,486	8,921,132
LESS DISTRIBUTIONS	2,530,847	2,886,018
RETAINED EARNINGS - END OF YEAR	$ 5,313,639	$ 6,035,114

See independent accountants' review report

See notes to financial statements

LONGHORN EXCAVATORS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED NOVEMBER 30, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 1,809,372	$ 7,179,768
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	83,249	52,634
Bad debt	500	478
Gain on disposal of property and equipment	(19,603)	(79,918)
Amortization of prepaid insurance	578,919	419,833
	2,452,437	7,572,795
Changes in operating assets and liabilities:		
Decrease (increase) in operating assets:		
Accounts receivable	(577,402)	(1,014,342)
Contract assets	1,938,076	(1,628,595)
Prepaid expenses	(243,954)	(187,078)
Increase (decrease) in operating liabilities:		
Accounts payable	(307,929)	399,462
Accrued expenses	(197,841)	390,186
Contract liabilities	(172,514)	1,260,995
	2,890,873	6,793,423
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from disposal of property and equipment		108,001
Purchase of property and equipment	(10,000)	(39,027)
	(10,000)	68,974
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from short-term debt	1,100,000	
Payments of short-term debt	(452,502)	(2,274,630)
Payments of long-term debt	(638,550)	(613,519)
Distributions paid	(2,530,847)	(2,886,018)
	(2,521,899)	(5,774,167)
INCREASE IN CASH	358,974	1,088,230
CASH - BEGINNING OF YEAR	2,643,377	1,555,147
CASH - END OF YEAR	$ 3,002,351	$ 2,643,377
SUPPLEMENTAL DISCLOSURES:		
Interest paid	$ 134,139	$ 204,325
Noncash investing and financing activities:		
Federal income tax deposit receivable (payable)	135,540	(61,452)
Direct financing of property and equipment purchases	70,698	172,776
Direct financing of insurance premiums	452,502	232,480
Value received on trades of property and equipment used to pay off existing debt	51,836	

See independent accountants' review report

See notes to financial statements

1. Nature of Business and Significant Accounting Policies

Nature of Operations

The Company's operations consist of excavation work for golf courses, landfills, drainage ditches, and levees.

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those amounts.

Fair Value Measurements

The carrying value of cash and cash equivalents, accounts receivable, contract assets, prepaid expenses, accounts payable, accrued expenses, and contract liabilities approximate fair value due to the short-term maturities of these assets and liabilities. The carrying amounts of the Company's line of credit and long-term debt approximate fair value based on borrowing rates currently available for debt of similar terms and maturities.

Balance Sheet Classifications

The Company includes amounts receivable and payable, such as retainage, under construction contracts which may extend beyond one year in current assets and current liabilities. A one-year time period is used as the basis for classifying all other current assets and current liabilities.

Cash and Cash Equivalents

Cash includes cash on hand, in checking accounts and all highly liquid investments with original maturities of three months or less, if any.

Contract Assets

The Company's contract assets include amounts due under contractual retention provisions, unamortized fulfillment costs, and costs and estimated earnings in excess of billings. Costs and estimated earnings in excess of billings also represent amounts earned and reimbursable under contracts, including customer affirmative claim recovery estimates, but have a conditional right for billing and payment such as achievement of milestones or completion of the project. With the exception of customer affirmative claims, generally, such unbilled amounts will become billable according to the contract terms and generally will be billed and collected over the next twelve months. Settlement with the customer of outstanding affirmative claims is dependent on the claims resolution process and could extend beyond one year. Based on the Company's historical experience, management generally considers the collection risk related to billable amounts to be low. When events or conditions indicate that it is probable that the amounts outstanding become unbillable, the transaction price and associated contract asset is reduced. Certain construction contracts include retention provisions to provide assurance to the Company's customers that the Company will perform in accordance with the contract terms and are not considered a financing benefit. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion and acceptance of the project work by the customer.

The following are the balances as of the respective year end balance sheet dates:

	2023	2022	2021
Contract assets	$ 968,754	$ 2,906,830	$ 1,278,235

1. Nature of Business and Significant Accounting Policies - Continued

Contract Liabilities

The Company's contract liabilities consist of provisions for losses, billings in excess of costs and estimated earnings, and unbilled subcontractor retainage. Provisions for losses are recognized in the statements of income and retained earnings at the uncompleted performance obligation level for the amount of total estimated losses in the period that evidence indicates that the estimated total cost of a performance obligation exceeds its estimated total revenue. Billings in excess of costs and estimated earnings are billings to customers on contracts in advance of work performed, including advance payments negotiated as a contract condition. Generally, unearned project-related costs will be earned over the next twelve months.

The following are the balances as of the respective year end balance sheet dates:

	2023	2022	2021
Contract liabilities	$ 2,079,373	$ 2,251,887	$ 990,892

Right of Use Assets and Leases

The Company now recognizes leases in accordance with ASC Topic 842, Leases, and subsequently issued additional related ASU's ("Topic 842"), which were adopted during the year ended November 30, 2023 using a modified retrospective transition approach. A lease contract conveys the right to use an underlying asset for a period of time in exchange for consideration. At inception, the Company determined whether a contract contains a lease by determining if there is an identified asset and if the contract conveys the right to control the use of the identified asset in exchange for consideration over a period of time. For leases with a lease term greater than one year, at lease commencement, the Company measures and records a lease liability equal to the present vale of the remaining lease payments, generally discounted using the borrowing rate on its secured debt. Management of the Company has determined there were no such leases present at November 30, 2023 (see Note 7).

Income, Revenue and Expense Recognition

Income and expenses are recognized using the accrual method of accounting with revenue from contracts with customers being recognized in accordance with FASB ASC Topic 606. Revenue from long-term construction performance obligations are recognized using the percentage of completion method. The percentage of completion is determined by the ratio of cost incurred to date to the estimated total cost to be incurred. Losses on performance obligations are provided for in their entirety when estimates indicate a loss will be incurred.

The Company's revenue is primarily derived from construction contracts that can span one month to a year or more. The Company applies ASC Topic 606, Revenue from Contracts with Customers and recognizes revenue in accordance with the standard and subsequently issued additional related ASUs. The core principle of the standard is that revenue will be recognized when promised goods or services are transferred to customers in an amount that reflects consideration for which entitlement is expected in exchange for those goods or services. Topic 606 provides for a five-step model for recognizing revenue from contracts with customers as follows:

1. Identify the contract
2. Identify the performance obligation(s)
3. Determine the transaction price
4. Allocate the transaction price
5. Recognize revenue

1. Nature of Business and Significant Accounting Policies - Continued

Income, Revenue and Expense Recognition - Continued

Generally, the Company's construction contracts contain one performance obligation, but occasionally may contain multiple distinct promises or multiple contracts within a master agreement, which is reviewed at contract inception to determine if they represent multiple performance obligations or multiple separate contracts. This review consists of determining if promises or groups of promises are distinct within the context of the contract, including whether contracts are physically contiguous, contain task orders, purchase or sales orders, termination clauses and/or elements not related to design and/or build.

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. The consideration promised in a contract with customers may include both fixed amounts and variable amounts (e.g. bonuses/incentives or penalties/liquidated damages) to the extent that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved (i.e. probable and estimable). When a contract has a single performance obligation, the entire transaction price is attributed to that performance obligation. When a contract has more than one performance obligation, the transaction price is allocated to each performance obligation based on estimated relative standalone selling prices of the goods or services at the inception of the contract, which typically is determined using cost plus an appropriate margin.

Subsequent to the inception of a construction contract, the transaction price could change for various reasons, including the executed or estimated amount of change orders and unresolved contract modifications and claims to or from owners. Changes that are accounted for as an adjustment to existing performance obligations are allocated on the same basis at contract inception. Otherwise, changes are accounted for as separate performance obligation(s) and the separate transaction price is allocated as discussed above. Changes are made to the transaction price from unapproved change orders to the extent the amount can be reasonably estimated and recovery is probable.

On certain projects the Company may have submitted and have pending unresolved contract modifications and affirmative claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers, subcontractors, vendors or others. The owners or their authorized representatives and/or other third parties may be in partial or full agreement with the modifications or affirmative claims, or may have rejected or disagree entirely or partially as to such entitlement. Changes are made to the transaction price from affirmative claims with customers to the extent that additional revenue on a claim settlement with a customer is probable and estimable. A reduction to costs related to affirmative claims with non-customers with whom the Company has a contractual arrangement (back charges) is recognized when the recovery is probable and estimable. Recognizing affirmative claims and back charge recoveries requires significant judgments of certain factors including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results, and the cost of resolving such matters.

Typically, performance obligations related to the Company's construction contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. Performance obligations satisfied over time totaled $48,639,119 and $61,859,795 for the years ended November 30, 2023 and 2022, respectively. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer by measuring the progress toward complete satisfaction of the performance obligation(s) using a cost to cost input method. Under the cost to cost input method, costs incurred to date are generally the best depiction of transfer of control.

1. Nature of Business and Significant Accounting Policies - Continued

Income, Revenue and Expense Recognition - Continued

All contract costs, including those associated with affirmative claims, change orders and back charges, are recorded as incurred and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs consist of direct costs on contracts, including labor and materials, amounts payable to subcontractors, direct overhead costs and equipment expense (primarily rental, depreciation, fuel, maintenance and repairs).

The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of the estimates of the forecasted revenue and cost to complete each project. Cost estimates for all significant projects use a detailed “bottom up” approach. There are a number of factors that can contribute to revisions in estimates of contract cost and profitability. The most significant of these include:

- changes in costs of labor and/or materials;
- subcontractor costs, availability and/or performance issues;
- extended overhead and other costs due to owner, weather and other delays;
- changes in productivity expectations;
- changes from original design on design-build projects;
- management's ability to fully and promptly recover on affirmative claims and back charges for additional contract costs;
- a change in the availability and proximity of equipment and materials;
- complexity in original design;
- length of time to complete the project;
- the availability and skill level of workers on the project;
- site conditions that differ from those assumed in the original bid;
- costs associated with scope changes; and
- the customer’s ability to properly administer the contract.

The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins may cause fluctuations in gross profit and gross profit margin from period to period. Significant changes in revenue and cost estimates, particularly in larger, more complex, multi-year projects have had, and can in future periods have, a significant effect on profitability.

All state and local government contracts and many of the Company's other contracts provide for termination of the contract at the convenience of the contracting party, with provisions for payment of work performed through the date of termination including demobilization cost.

Costs to obtain contracts (pre-bid costs) that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses in the statements of income and retained earnings. Although unusual, pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts receivable on the balance sheets when the Company is notified that they are not the low bidder with a corresponding reduction to general and administrative expenses on the statements of income and retained earnings.

If the duration of a contract is expected to be one year or more, expenses related to contract fulfillment costs (e.g. bond costs and mobilization of equipment and labor to a job site prior to substantive work beginning) are capitalized as incurred and amortized over the expected duration of the contract. If the duration of the contract is expected to be one year or less the fulfillment costs are expensed as incurred.

1. Nature of Business and Significant Accounting Policies - Continued

Property, Equipment, and Depreciation

Property and equipment are stated at cost. Maintenance and repairs are charged to operations as incurred. Depreciation is computed using the straight-line method over the following useful lives (see Note 12):

Automobiles and trucks	3 years
Machinery and equipment	5 years

Warranties

The Company records assurance type warranties as a cost of the performance obligation it relates to while service type warranties are reported as a separate performance obligation. Many of the Company's construction contracts contain assurance type warranty provisions covering defects in equipment, materials or workmanship that extend up to one year after the customer accepts the project or upon substantial completion. Because the Company has not experienced material warranty costs, management does not believe an accrual for these costs is necessary.

Surety Bonds

The Company is generally required to provide various types of surety bonds that provide an additional measure of security under certain public and private sector contracts. Performance bonds do not have stated expiration dates; rather, the Company is generally released from the bonds after the owner accepts the work performed under contract. The ability to maintain bonding capacity to support the Company's current and future level of contracting requires that the Company maintain cash and working capital balances satisfactory to its sureties.

Advertising

The Company expenses advertising costs as incurred.

Income Tax

The stockholder of the Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code, as amended. Under these provisions the taxable income and any credits of the Company are reported by the stockholder in his personal federal income tax return.

Additionally, no provision has been made for amounts which may be advanced or paid as distributions to the stockholder to assist in paying personal income tax on the Company's taxable income.

Variable Interest Entities

The Company applies an alternative standard issued by the Financial Accounting Standards Board regarding the application of Variable Interest Entities (VIE) guidance to private entities under common control which includes a provision that eliminates the requirement of the Company to apply VIE guidance to commonly controlled entities unless the Company has a direct or indirect controlling financial interest in the entity (see Note 14).

Accrued Compensated Absences

Employees are entitled to paid vacations, sick days and personal days off, depending on job classification, length of service, and other factors. An accrued compensated absences estimate has not been made for the years ended November 30, 2023 and 2022. Management does not expect this cost to have a significant impact on the Company’s financial statements.

2. Concentrations

Credit Risk

The Company maintains cash accounts in one bank. The accounts are insured up to $250,000 at the institution by the Federal Deposit Insurance Corporation. Amounts in excess of this coverage are uninsured and subject to loss should the banks fail, with possible offset against outstanding loans. At November 30, 2023 and 2022 the Company had $1,180,456 and $1,244,841, respectively, in uninsured deposits net of outstanding loans.

The Company provides construction services for and grants credit to various public and private entities primarily located throughout the state of Texas.

For the years ended November 30, 2023 and 2022 the Company had accounts receivable trade and retainage balances in excess of 10% of the total accounts receivable trade and retainage balance attributable to four customers. The total accounts receivable trade and retainage from these customers at November 30, 2023 and 2022 was $5,318,525 and $5,788,318, respectively.

Major Customers

The Company had revenue in excess of 10% of its gross revenue attributable to one customer in the amount of $5,115,981 for the year ended November 30, 2023. The Company had no revenues in excess of 10% of its gross revenues attributable to any one customer for the year ended November 30, 2022.

3. Accounts Receivable and Allowance for Doubtful Accounts

Trade accounts receivable are periodically evaluated for collectability based on past credit history with customers and their current financial condition. Management of the Company is of the opinion trade accounts receivable at November 30, 2023 and 2022 are collectible. Accordingly, no provision for bad debt allowance has been made.

The following are the balances as of the respective year end balance sheet dates:

	2023	2022	2021
Accounts receivable - trade	$ 6,979,183	$ 7,402,228	$ 6,149,812

4. Deposit - Federal Income Tax

At November 30, 2023 and 2022 the Company reported a refundable income tax deposit of $65,181 and $200,721, respectively, in other assets. The deposit represents the amount of federal income tax computed on the taxable income that is deferred one year due to the Company's taxable year-end being different from that of its owner. The balance receivable (payable) at November 30, 2023 and 2022 is $135,540 and $(61,452), respectively, and is included in accounts receivable (payable) - miscellaneous.

5. Line of Credit

On July 8, 2022 the Company renewed a line of credit providing advances up to $3,000,000, or 80% of the aggregate amount of eligible accounts, with interest at the prime rate. Eligible accounts consist of trade accounts not over 60 days or not from any customer with more than 20% of their outstanding trade balance over 60 days unless approved by the bank. The line of credit is collateralized by all Company accounts and the guaranty of the stockholder. Accrued interest is due monthly beginning August 8, 2022 until maturity on July 8, 2023 at which time the outstanding principal plus any unpaid interest is due. The line of credit contains financial covenants such as a debt service coverage requirement. At November 30, 2022 there was no outstanding balance on the line of credit.

5. Line of Credit - Continued

On May 16, 2023 the Company modified and extended the line of credit agreement providing advances up to $5,000,000, with the other terms and conditions remaining the same. Outstanding principal plus unpaid interest is due at maturity on July 8, 2024. At November 30, 2023 there was $1,100,000 due on the line of credit.

6. Long-Term Debt

Long-term debt at November 30, 2023 and 2022 consists of the following:

	2023	2022
Note payable in monthly installments of $821, including interest at 2.9%, collateralized by a 2022 Toyota Tundra	$ 34,958	$ 43,656
Note payable in monthly installments of $1,546, including interest at 4.69%, collateralized by a 2022 Ford F250		58,446
Note payable in monthly installments of $1,115, including interest at 4.69%, collateralized by a 2022 Ford F350	46,847	57,747
Note payable in monthly installments of $54,912, with interest at the prime rate, collateralized by all assets and guaranteed by the stockholder (see Note 17)	1,673,082	2,256,371
Note payable in monthly installments of $1,731, including interest at 7.99%, collateralized by a 2024 Ford F250	70,697	
Finance lease payable in monthly installments of $3,228, with no interest, collateralized by survey equipment (see Note 7)		29,052
	1,825,584	2,445,272
	640,189	648,090
	$ 1,185,395	$ 1,797,182

The following are maturities of long-term debt:

November 30, 2024	$ 640,189
November 30, 2025	667,341
November 30, 2026	478,371
November 30, 2027	37,983
November 30, 2028	1,700
	$ 1,825,584

7. Finance Leases

The Company leases certain property and equipment under financing leases. The economic substance of the leases is a financing transaction for the acquisition of property and equipment. Accordingly, the ROU assets for these leases is included as property and equipment on the balance sheets. The financing lease assets are amortized over the life of the lease, or if shorter, the life of the lease asset, on a straight line basis and is included in depreciation expense. The interest associated with a finance lease is included in interest expense.

The finance lease obligations are included as long-term debt on the balance sheet at November 30, 2022. The lease was paid off during the year ended November 30, 2023 (see Note 6).

7. Finance Leases - Continued

The following is a summary of lease property under finance leases at November 30, 2023 and 2022 by major classes, included in property and equipment in the accompanying financial statements.

	2023	2022
Machinery and equipment	$ 77,471	$ 77,471
Less accumulated depreciation	33,571	18,077
	$ 43,900	$ 59,394

8. Significant Estimates

As stated in Note 1, the Company uses the percentage of completion method for recognizing revenue earned on long-term construction performance obligations in progress. The reliability of this method for determining revenue earned to date is dependent on the accuracy management's estimate of the performance obligation's transaction price and cost to complete the performance obligations. It is reasonably possible that future adjustments to the variable considerations used in developing the transaction price could occur due to changes in the scope of the original contract or due to differences in actual quantities incurred upon completion from those originally estimated at inception of the performance obligation. Management's estimates of cost to complete performance obligations in progress at the balance sheet date could change due to unpredictable events as stated in Note 1. Significant changes in the transaction price amounts or total estimated cost could materially affect the revenue and net income reported on the statements of income and retained earnings.

9. Cost and Estimated Earnings on Contracts in Progress

Billings in excess of cost and estimated earnings on contracts in progress at November 30, 2023 and 2022 consists of the following:

	2023	2022
Billings to date	$ 22,987,458	$ 29,100,957
Less:		
Cost to date	19,355,502	21,506,673
Estimated earnings	1,560,457	5,528,107
	20,915,959	27,034,780
Billings in excess of cost and estimated earnings - net	$ 2,071,499	$ 2,066,177

10. Backlog

The following schedule summarizes changes in backlog amounts on contracts during the year ended November 30, 2023. Backlog represents the amount of gross revenue the Company expects to realize from contracts in progress at year end and contractual agreements on work which has not yet begun.

Backlog balance at November 30, 2022	$ 16,473,305
Revisions to transaction price estimates at November 30, 2022	6,061,779
New contracts added during the year ended November 30, 2023	37,150,969
	59,686,053
Less contract revenues earned during the year ended November 30, 2023	48,639,119
Backlog balance at November 30, 2023	$ 11,046,934

10. Backlog - Continued

Backlog contains contracts obtained but not started in the amount of $1,306,279 at November 30, 2023. The Company entered into additional contracts with estimated revenues of $10,576,860 between December 1, 2023 and March 14, 2024. The Company has additional contracts totaling $7,240,200 which have been awarded but not signed.

11. Depreciation

Depreciation charged to operations for the years ended November 30, 2023 and 2022 consists of the following:

	2023	2022
Direct costs	$ 83,249	$ 48,374
General and administrative expenses		4,260
Total	$ 83,249	$ 52,634

12. Accounting For Uncertainty In Income Taxes

The Company files income tax returns in the U.S. federal jurisdiction and several state jurisdictions. At November 30, 2023 the Company's tax returns open for review by taxing authorities were for the years ended November 30, 2020 to November 30, 2022 for federal and for the years ended November 30, 2019 to November 30, 2022 for states.

13. 401(k) Plan

The Company has a 401(k) employee savings plan that covers all employees that have completed one year of service and have attained the age of twenty-one. Eligible employees may elect to contribute a portion of their compensation to the plan subject to IRS guidelines. The Company's matching contribution is discretionary, is reviewed on an annual basis, and is subject to change. The Company did not make or accrue profit sharing contributions for the years ended November 30, 2023 and 2022.

14. Related Party Transactions

During the years ended November 30, 2023 and 2022 the Company incurred $5,046,740 and $4,350,057, respectively, of rental equipment expense under month-to-month agreements from a related company. At November 30, 2023 and 2022 the Company owes the related company $987,495 and $844,125, respectively, which is included in accounts payable - trade in these financial statements.

During the year ended November 30, 2023 the Company advanced $1,400,000 to a separate related party for working capital needs. The Company anticipates the advance to be repaid during 2024.

15. Employee Retention Credit

During the year ended November 30, 2021 management of the Company determined the Company qualified for the employee retention credit in the fourth quarter of 2020 and the first three quarters of 2021. The Company filed an amended 941 for these quarters which resulted in a refund of $1,319,821. During the year ended November 30, 2022 the Company received $225,086 of the refund. At November 30, 2023 and 2022 the refund is recorded in accounts receivable on the balance sheets in the amount of $280,037 and $1,094,734, respectively. During the year ended November 30, 2023 an additional $814,697 of the refund was received.

16. Change in Ownership

On June 1, 2021 100% of the Company's stock was sold to a new owner. The prior stockholder agreed to continue working for the Company in a consulting role. To facilitate the purchase of the stock the Company took out a loan which is personally guaranteed by the new owner in the amount of $3,000,000 (see Note 6).

17. Lawsuit

On January 27, 2023 a lawsuit was brought against the Company by a former employee claiming wrongful termination and seeking monetary relief over $250,000 but less than $1,000,000. The lawsuit is scheduled for depositions in the near future. No estimate of liability can be determined at this time. The Company plans to vigorously defend itself against this lawsuit.

18. Subsequent Events

The Company has evaluated events that occurred subsequent to November 30, 2023 through March 14, 2024, which is the date the financial statements were available to be issued. There were no material recognized or non-recognized subsequent events during this period.

Longhorn Excavators, Inc. | Building Success from the Ground Up
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Richmond, Texas 77406
Office: 281-937-9700 | Fax: 281-937-1207
Website: www.lexinc.com

QUALIFICATION STATEMENT
CONSTRUCTION PROJECTS

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2024 PROJECTS			
Sienna Parks & Levee Improvement District of Fort Bend County Texas **C/O LJA Engineering, Inc.** **1904 W Grand Parkway North, Suite 120** **Katy, Texas 77449** **Engineer - Scott Frankovich PE, (817) 372-0953**	Construction of the Regional Storage Pond Phase 3 - Includes clearing and grubbing; the excavation of 581,000 CY of earthen material to be hauled, placed and compacted on-site; installation of backslope interceptor structures, drainage swale, erosion control items and all other related work.	$ 11,839,690.20	Not Started	
GA POWER, PLANT WANSLEY **Subcontractor to C.S. Britton, Inc.** **2692 N Hwy 27** **Carrollton, GA 30117**	GA Power, Plant Wansley - Culvert Install and Stream Restoration - Includes excavation of 219,879 CY of earthen material to be hauled and placed on-site.	$ 1,857,643.50	0%	Feb-25
Grand Parkway HG2 on behalf of Fort Bend County MUD No. 134F **C/O LJA Engineering, Inc.** **1904 West Grand Parkway North, Suite 120** **Katy, Texas 77449** **Engineer - Travis Veillon, PE, (337) 515-4574**	Construction of Harvest Green Drainage, Detention and Mass Grading Phase VII to serve Fort Bend County MUD No. 134F - Includes clearing and grubbing; the excavation of 448,537 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe & boxes, slope paving, swales and riprap and seeding.	$ 3,669,237.99	0%	Mar-25
OAK GROVE LANDFILL **Republic Services, Inc.** **Republic Services of Georgia, LP** **967 Carl Bethlehem Road** **Winder, GA 30680** **Environmental Manager - Luke Cunningham, P.E. (423) 269-0871**	Oak Grove Landfill - Phase 13 - Cell and MSE Berm Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, instalaltion of leachte handling and storm water management items, access road, MSE berm and seeding. 73,200 CY of excavation plus fill and imported materials	$ 8,825,920.86	Not Started	
FORT BEND LANDFILL **GFL Environmental** **2050 W. Sam Houston Parkway S** **Houston, TX 77042** **Attn: Jennifer Glowacki (346) 482+8607** **Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494**	Cell 15 Construction - Including clearing & grubbing; excavation and structural fill; installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate collection system; installation of cell access road and tipping pad, and other services. 40,600 CY of excavation	$ 2,014,240.29	61%	Dec-24
EAGLE POINTE GOLF COURSE **Subcontractor to Heritage Links; A Lexicon, Inc. Company** **P.O. BOX 16390** **Little Rock, AR 72231** **Attn: Mr. Doug Wright (832) 712-5914**	Eagle Pointe Golf Course Phase 1B - Including clearing and 61,822 CY of excavation	$ 323,076.00	Sep-24	
GFL Environmental **C/O Quiddity Engineering LLC** **1575 Sawdust Road, Suite 400** **The Woodlands, Texas 77380** **Engineer - David Cornyn, PE, (512) 685-5116**	Construction of Red Gully Channel Realignment - Includes clearing and grubbing; the excavation of approximately 1,027,334 CY of earthen material to be hauled, placed and compacted on-site; installation of drainage pipe, rip-rap, interceptor structures, slope paving, swales and hydro-mulch seeding.	$ 4,969,557.36	7%	Feb-26
TOWER LANDFILL **Republic Services, Inc.** **Allied Waste Systems of Colorado, LLC** **8480 Tower Road** **Commerce City, CO 80022** **Environmental Manager - Vittoria Zucchelli (303) 356-5076**	Phase 2, Cell 2B, Unit 5 Cell Construction including clearing and stripping; excavation; subgrade preparation; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; installation of geomembrane and ballast system; installation of access road, culverts, stormwater channel and riprap ditch; and other services as described in the Scope of Work. 470,000 CY of excavation	$ 4,300,441.60 Dated 6/26/24	51%	Dec-24
UPSTATE REGIONAL MSW LANDFILL **Republic Services, Inc.** **Republic Services of Kentucky, LLC** **868 Wildcat Road** **Enoree, SC 29335** **Environmental Manager - Mike Loyd (864) 608-4912**	Cell No. 12 Construction including stripping; excavation and rock blasting; subgrade preparation; installation of 2-foot-thick compacted clay liner; installation of leachate collection and forcemain systems; installation of 2-foot-thick protective cover; installation of access road, turn-around pad, stormwater ditches, pipe, inlet, junction box, riprap and concrete apron; and other services as described in the Scope of Work. 203,000 CY of excavation	$ 3,535,982.58	24%	Apr-25
TRAVIS CLUB GOLF COURSE **Subcontractor to Heritage Links; A Lexicon, Inc. Company** **P.O. BOX 16390** **Little Rock, AR 72231** **Attn: Mr. Doug Wright (832) 712-5914**	Clearing and Excavation at Travis Club Golf Course 405,700 CY of excavation	$ 5,311,106.28	86%	Nov-24
Harris County Municipal Utility District No. 535 **C/O Quiddity Engineering LLC** **1575 Sawdust Road, Suite 400** **The Woodlands, Texas 77380** **Engineer - Randal Meyer, PE, (346) 231-0809**	Construction of Rosewood West Phase I Offsite Clearing & Grubbing, Detention, and Mass Grading to serve Harris County Municipal Utility District No. 53 - Includes clearing and grubbing; the excavation of approximately 630,500 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of storm sewer system, slope paving, swales and riprap.	$ 5,004,981.33 Dated 5/23/24	21%	Feb-25
SEABREEZE ENVIRONMENTAL LANDFILL **Waste Connections** **Seabreeze Recovery, Inc.** **10310 FM 523** **Angleton, TX 77541** **Southern Region Engineer - Dillon Hoppe (320) 237-8815**	2024 Cell 13A/14A Construction including mucking, excavation, structural fill, and subgrade preparation; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; and other services as described in the Scope of Work. 26,000 CY of excavation	$ 1,814,770.80	Oct-24	
BLUE RIDGE LANDFILL **Republic Services, Inc.** **Blue Ridge Landfill TX, L.P.** **2200 FM 521** **Fresno, TX 77545** **Environmental Manager - Raymond Whitlock, (281) 668-9744**	Class 1 Sector 24F Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; and other services as described in the Scope of Work. 11,600 CY of excavation	$ 269,058.00	Apr-24	

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
BLUE RIDGE LANDFILL	Class 1 Sector 24G Excavation - 210,432 CY of excavation	$ 736,895.77	Aug-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	MSW Sector 13B-14B Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 330,400 CY of excavation	$ 2,603,884.47	Oct-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
GALVESTON COUNTY LANDFILL	Cell 5D2 & 5E Excavation - Includes 142,316 CY of cell excavation and 22 AC of clearing of future borrow pit	$ 466,616.04	Mar-24	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GOLDEN TRIANGLE LANDFILL	Construction of Sector 3A including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; forcemain installation; construction of an access road and truck pad; and other services as described in the attached Scope of Work. 32,600 CY of excavation; 44,500 C Y of berm fill	$ 1,137,796.50	Jun-24	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GOLDEN TRIANGLE LANDFILL	Construction of Sector 8A including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; forcemain installation; construction of an access road and truck pad; and other services as described in the attached Scope of Work. 40,100 CY of excavation; 33,500 C Y of berm fill	$ 1,185,230.10	Apr-24	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cell 14A Construction - Including excavation, structural fill, and prepared subgrade; installation of clay plug, protective cover, leachate collection system; leachate forcemain components; stormwater management (e.g., pond and pond liner, berms, rip rap, culverts, ECB, TRM, etc.); access road and turnaround pad. 128,870 CY of excavation	$ 1,605,376.50	Sep-24	
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Eduardo Choquis - (281) 910-0593				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cells 13 East and 13 West Final Cover Construction - Including earthwork (excavation and general fill); waste relocation; installation of intermediate cover, protective cover, erosion layer, leachate collection/toe drain system, stormwater management (e.g., berms, downchute, toe-drain, rip rap, etc.); and modify the existing GCCS features to match the final cover elevations. 32,592 CY of excavation	$ 1,543,145.76	Sep-24	
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Eduardo Choquis - (281) 910-0593				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
D. R. Horton - Texas, Ltd. on behalf of Brazoria County MUD No. 87	Construction of the Detention and Grading Phase 3 to Serve Brazoria County MUD No. 87 - Includes clearing and grubbing; the excavation of approximately 1,102,065 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe & boxes, slope paving, swales and riprap.	$ 7,966,448.13 Dated 2/12/24	86%	Nov-24
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Kathleen Kinchen, PE, (713) 358-8816				
GCP Loan Subsidiary 1, L.P.	Construction of the Mass Grading to Serve TCE-01 20.2 Acres - Includes the purchase, haul placement and compaction of 154,000 CY of earthen material.	$ 4,591,231.68	Oct-24	
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Hayden Rice, PE, (979) 645-1008				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2023 PROJECTS			
TALL PINES DISPOSAL FACILITY	Construction of Ponds and Channels - Including clearing and grubbing, excavation and fill,	$ 303,017.96	Jan-24	
GFL Environmental	ditch clean-up existing, installation of 36-inch CMP and rip rap culvert crossing, installation			
2050 W. Sam Houston Parkway S	of temporary downchute.			
Houston, TX 77042	28,000 CY of excavation			
Attn: Jennifer Glowacki (346) 482+8607				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
CHILDRESS HALL GOLF COURSE	Childress Hall Irrigation Ponds for Childress Hall Golf Course	$ 1,980,595.02	Mar-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company	349,687 CY of excavation			
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 3 Construction - Perform excavation, structural fill placement, clay liner	$ 1,252,830.70	Apr-24	
Waste Management of Texas	construction, geosynthetic coordination, underdrain and leachate collection system			
24275 Katy Freeway, Suite 450	installation, protective cover layer placement, enhanced cell drainage construction,			
Katy, TX 77494	stormwater & groundwater control, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	195,000 CY of excavation			
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
BAYTOWN LANDFILL	Sector 7, Cell 3 & 4 Construction - Perform site preparation, excavation, structural fill	$ 1,201,536.90	Mar-24	
Waste Management of Texas	placement, clay liner construction, geosynthetic coordination, underdrain and leachate			
24275 Katy Freeway, Suite 450	collection system installation, protective cover layer placement, stormwater control,			
Katy, TX 77494	groundwater control, sedimentation control activities, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	206,200 CY of excavation			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
COASTAL PLAINS LANDFILL	Cell T-28 South Construction - Perform excavation, structural fill placement, underdrain	$ 621,430.10	Nov-23	
Waste Management of Texas	trench and geocomposite installation, clay liner construction, leachate collection system			
24275 Katy Freeway, Suite 450	installation, protective cover layer placement, surface water channel and perimeter road,			
Katy, TX 77494	and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	66,611 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
FAIRBANKS LANDFILL	Cell Q, Phase 1 and 2 Construction - Perform excavation, structural fill placement,	$ 2,093,630.64	Jan-24	
Waste Management of Texas	underdrain trench, sump and geocomposite installation, clay liner construction, protective			
24275 Katy Freeway, Suite 450	cover layer placement, surface water channel and perimeter road, and all other related			
Katy, TX 77494	work.			
Attn: Mr. Chuck Rivette (713) 647-5542	497,383 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GREENSHADOWS LANDFILL	Cell 8 Construction - Perform excavation, structural fill placement, underdrain trench and	$ 718,308.58	Aug-23	
Waste Management of Texas	temporary sump installation, clay liner construction, protective cover layer placement, and			
24275 Katy Freeway, Suite 450	all other related work.			
Katy, TX 77494	164,340 CY of excavation			
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
SAND VALLEY LANDFILL	Partial Closure including intermediate cover, near-surface gas collection, toe drain,	$ 2,337,948.18	Mar-24	
Republic Services, Inc.	compacted soil cover, geosynthetics, protective soil cover, topsoil saver and stormwater			
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America	control items.			
3345 County Road 209	53,010 CY of earthwork			
Collinsville, AL 35961				
Environmental Manager - Holly Van Kirk (615) 956-9277				
SEABREEZE ENVIRONMENTAL LANDFILL	Cell 17 Construction including mucking, excavation, structural fill, and subgrade	$ 2,510,698.32	Mar-24	
Waste Connections	preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay			
Seabreeze Recovery, Inc.	liner; installation of a leachate collection system; installation of 2-foot-thick protective cover;			
10310 FM 523	future and existing tie-ins; installation of access road and truck pad; leachate and			
Angleton, TX 77541	underdrain forcemains; and other services as described in the Scope of Work.			
Southern Region Engineer - Dillon Hoppe (320) 237-8815	345,000 CY of excavation			
SAND VALLEY LANDFILL	Tract 2 B-1 Cell Construction including excavation; subgrade preparation and Geogrid;	$ 5,934,808.50	90%	Nov-24
Republic Services, Inc.	installation of 1-foot-thick compacted clay liner; installation of a leachate collection system	Dated 1/15/24		
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America	and forcemain; installation of 1-foot-thick protective cover; installation of access road;			
3345 County Road 209	installation of stormwater berms, RCP, headwalls, riprap ditch and outlets; and other			
Collinsville, AL 35961	services as described in the Scope of Work.			
Environmental Manager - Holly Van Kirk (615) 956-9277	605,972 CY of excavation			
PINE RIDGE LANDFILL	Phase 1 Temporary Cover Construction including site preparation; excavation, grading and	$ 2,314,440.95	Jun-24	
Republic Services of Georgia, LP	placement of intermediate cover and subgrade preparation; installation of liquid collection			
105 Baily Jester Road	system; installation of stormwater management items and vegetation establishment.			
Griffin, GA 30224	16,635 CY of excavation			
Attn: Mr. William Bromann P.E. - (281) 808-5262				
Engineer - SCS Engineers, Mr. Neil Nowak (303) 221-1719				
BONDAD LANDFILL	Cell 11E North Construction including clearing and grubbing, excavation, structural fill, and	$ 984,585.00	Oct-23	
Republic Services	subgrade preparation; installation of a leachate collection system; installation of stormwater			
1500 County Road 318	channel and other services as described in the Scope of Work.			
Durango, CO 81232	41,300 CY of excavation			
Attn: Mr. William Bromann P.E. - (281) 808-5262				
Engineer - SCS Engineers, Mr. Neil Nowak (303) 221-1719				
SEABREEZE ENVIRONMENTAL LANDFILL	2023 Initial Cell 13A/14A Construction including mucking, excavation, structural fill, and	$ 1,436,056.62	Nov-23	
Waste Connections	subgrade preparation; installation of an underdrain system; leachate and underdrain			
Seabreeze Recovery, Inc.	forcemains; and other services as described in the Scope of Work.			
10310 FM 523	230,000 CY of excavation			
Angleton, TX 77541				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
DESERT RECLAMATION FACILITY - INITIAL SITE CONSTRUCTION	Desert Reclamation Facility - Initial Site Construction including operational area pad, fluid	$ 3,395,400.93	Nov-23	
Desert Environmental LLC	management ponds, collection/receiving pits, mixing/drying pads, contact water ponds,			
5555 San Felipe, Suite 1200	truck wash, culvert and disposal pit.			
Houston, TX, 77056	398,460 CY of excavation			
Engineer - Geosyntec Consultants, Inc, Davis Lofton, (601) 720-0923				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
BIG INDIAN CREEK MITIGATION SITE	Stream Restoration Project, Big Indian Creek Mitigation Site, Carroll County, GA - Includes excavation of 40,000 CY of earthen material to be hauled and placed on-site.	$ 450,000.00	May-23	
Subcontractor to C.S. Britton, Inc.				
2692 N Hwy 27				
Carrollton, GA 30117				
BLUE RIDGE LANDFILL	Class 1 Sector 23E Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 439,933 CY of excavation	$ 3,143,650.78	Jul-23	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
GOLDEN TRIANGLE LANDFILL	Sector 9 Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system, sumps and risers; installation of a compacted clay liner; installation of a leachate collection system, sumps and risers; installation of protective cover; forcemain installation; road and culvert installation; and other services as described in the Scope of Work. 26,000 CY of excavation; 143,000 C Y of berm fill	$ 2,985,581.29	Oct-23	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Amy Kubinski, (281) 668-9740				
POLK COUNTY LANDFILL DISPOSAL	Phase IV Cells 2S & 1C - Cell Construction including excavation and construction of a liner and leachate collection system; 75,000 CY of excavation, and 7,496 CY of protective cover installation; flexible base for cell access road and truck pad; and culvert installation.	$ 1,043,142.38	Oct-23	
Republic Services, Inc.				
2785 FM 942				
Livingston, Texas 77351				
Environmental Manager - Tyler Tandy, (281) 536-0254				
MCCARTY ROAD LANDFILL	SOS Sector 7 Construction including cover soil/waste excavation, waste fill, general fill, placement of intermediate cover, and subgrade preparation; installation of geosynthetic clay liner, geomembrane, and drainage geocomposite; installation of leachate collection system; installation of protective cover; existing tie-ins; installation of access road and truck pad; and other services as described in the Scope of Work. 181,800 CY of excavation	$ 2,795,010.60	Jun-24	
Republic Services, Inc.				
McCarty Road Landfill TX, LP				
5757 A Oates Rd				
Houston , TX 77078				
Environmental Manager - Nathanial Wells (713) 676-7644				
SAND VALLEY LANDFILL	Tract 2 Cell 1 Mass Excavation including excavation, site preparation, and storm water management items. 457,000 CY of excavation	$ 2,110,367.45	Mar-24	
Republic Services, Inc.				
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America				
3345 County Road 209				
Collinsville, AL 35961				
Environmental Manager - Holly Van Kirk (615) 956-9277				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2022 PROJECTS			
COASTAL PLAINS LANDFILL	Coastal Plains Landfill Class 1 Containment Dikes Construction	$ 144,423.00	Dec-22	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
DELTA LAND SERVICES, LLC	Halls Bayou - Includes installation of 27,500 LF of berms.	$ 316,650.00	Jan-23	
1090 Cinclare Drive				
Port Allen LA 70767				
GALVESTON COUNTY LANDFILL	Galveston County Landfill Phase 3 Road Construction - Includes 35,500 CY of channel excavation and clay fill	$ 361,254.60	Dec-22	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Amy Kubinski, (281) 668-9740				
DELTA LAND SERVICES, LLC	Excavation for South Fork II - Includes excavation of 35,000 CY of earthen material to be hauled and placed on-site.	$ 460,740.00	Oct-22	
1090 Cinclare Drive				
Port Allen LA 70767				
ARNOLD CREEK MITIGATION BANK	Farmersville, TX -- Arnold Creek Mitigation Bank - Includes excavation of 116,800 CY of earthen material to be hauled and placed on-site.	$ 645,060.00	Nov-22	
Subcontractor to C.S. Britton, Inc.				
2692 N Hwy 27				
Carrollton, GA 30117				
GENERATION PARK MANAGEMENT DISTRICT	Construction of GPS Ph 1 Drainage - Includes excavation of 301,900 CY of earthen material to be hauled and placed on-site.	$ 1,684,470.00	May-23	
Subcontractor to SER Construction Partners, LLC				
3636 Pasadena Blvd				
Pasadena, TX 77503				
CHAMBERS COUNTY MUNICIPAL LANDFILL	Landfill Construction for Chambers County Municipal Landfill Type I Area - Cell 1-1AB including excavation and backfill, installation of clay liner and protective cover, and installation of leachate collection system. 63,670 CY of excavation	$ 2,436,108.96	Jun-23	
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Kyle Craig (863) 443-2597				
FORT BEND LANDFILL	Cell 13 Construction - Including clearing & grubbing; excavation and structural fill; installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate collection system and force main; installation of cell access road, tipping pad and berms, and other services. 78,650 CY of excavation	$ 1,935,426.26	Jul-23	
GFL Environmental				
2050 W. Sam Houston Parkway S				
Houston, TX 77042				
Attn: Jennifer Glowacki (346) 482+8607				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
RICHLAND CREEK LANDFILL	Richland Creek Road Landfill - Stage 7C - Cell Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, storm water management items, and seeding. 69,800 CY of excavation	$ 3,812,403.13	Sep-23	
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Kyle Craig (863) 443-2597				
DIAMOND BEACH HOLDINGS, LLC	Whitecap Preserve Canal Excavation Improvements - Includes the excavation of 1,417,218 CY of earthen material to be hauled and placed on-site, clearing and grubbing and vegetation stabilization.	$ 6,775,355.92	Nov-23	
c/o LJA Engineering, Inc.				
5350 S. Staples Street, Suite 425				
Corpus Christi, TX 78411				
Engineer - Jeff Coym, P.E., M.ASCE, (361) 991-8550				
OAK GROVE LANDFILL	Oak Grove Landfill - Phase 12 - Cell Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, storm water management items, access road and seeding. 47,350 CY of excavation	$ 3,069,625.50	Dec-22	
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Kyle Craig (863) 443-2597				
MCCARTY ROAD LANDFILL	McCarty Road Landfill - Drainage Improvements Construction and Petrolite Waste Removal	$ 475,783.50	Jul-22	
Republic Services, Inc.				
McCarty Road Landfill TX, LP				
5757 A Oates Rd				
Houston , TX 77078				
Environmental Manager - Nathanial Wells (713) 676-7644				
CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1	Excavation to Serve South 40 Lake Phase 1 for Conroe Municipal Management District No. 1, City of Conroe, Montgomery County, Texas - Includes the excavation of 1,002,100 CY of earthen material to be hauled, placed and compacted on-site.	$ 7,371,070.47	Jul-23	
C/O LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Edmund D. Rucker, P.E., (713) 953-5200				
COLONIAL LANDFILL	Colonial Landfill - Cell IIA-2 Construction including excavation, management of stormwater/diversions/controls, installation of an entire geocomposite underdrain layer AND trenches, reconstruction of the eastern side slope, installation of clay liner and protective cover and installation of leachate collection system. 109,629 CY of excavation	$ 4,581,700.37	Jun-23	
Republic Services, Inc.				
BFI Waste Systems of Louisiana, LLC				
5328 Hwy 70				
Sorrento, LA 70778				
Environmental Manager - Luke Cunningham, P.E. (423) 269-0871				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
PRAIRIE LEGACY PARTNERS, INC.	Construction of Mass Grading and Detention Improvements for Lakeview - Includes the excavation of 1,000,290 CY of earthen material to be hauled, placed and compacted on-site and the installation storm sewer items.	$ 5,006,717.07	Jul-23	
c/o Costello, Inc.				
2107 CityWest Blvd., 3rd Floor				
Houston, TX 77042				
Engineer - Ron Dechert, P.E. (713) 783-7788				
LAKE CHARLES FACILITY	Cell 8, Module 8 and C&D Debris Landfill Cover Construction - Includes excavation, fill placement, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement for Cell project. Includes subgrade preparation, installation of clay cover and topsoil, and seeding for Cover project. 43,000 CY of excavation	$ 1,919,865.60	Nov-22	
Chemical Waste Management, Inc.				
7170 John Brannon Road				
Sulphur, LA 70665				
Attn: Mark Fritchie, P.E., (337) 583-3798				
BONDAD LANDFILL	Excavate Cell 11E South area to suitable subgrade, including temporary diversion berm. Place and compact structural fill to bring the cell and perimeter berms to the required subgrade elevations. Install two feet of protective cover material. Install leachate collection system and grade stormwater channels. 134,594 CY of excavation	$ 1,637,570.47	Sep-22	
GFL Environmental				
1330 Post Oak Blvd, 7th Floor				
Houston, TX, 77056				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
ISLANDS OF ROCKPORT		$ 916,056.00	Jul-22	
Subcontractor to Shirley & Sons Construction Company, Inc.	Excavation of 266,246 CY of earthen material to be hauled and placed on-site.			
PO Box 429				
Cleveland, TX 77328				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 2 Construction - Perform excavation, common backfill placement, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement, dewatering system installation, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 72,000 CY of excavation	$ 1,063,059.60	Sep-22	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
Lennar Homes of Texas Land and Construction, Ltd on behalf of Harris County Municipal Utility District No. 213-A	Construction of Sterling Point Detention and Mass Grading - Includes site preparation, the excavation of 314,990 CY of earthen material to be hauled, placed and compacted on-site, and seeding.	$ 1,520,449.00	Jul-22	
c/o Jones Carter				
1575 Sawdust Road, Suite 400				
The Woodlands, TX 77380				
Engineer - Hayden Dixon, P.E., (832) 913-4055				
GRAND CENTRAL SECTION 27		$ 466,458.00	Apr-22	
Subcontractor to Crostex Construction, Inc.	Excavation of 100,000 CY of earthen material to be hauled and placed on-site.			
503 Gum Gully Road				
Crosby, TX 77532				
SECURITY RECYCLING AND DISPOSAL FACILITY	Phase V, Cell 1-4 North Construction – Site preparation, excavation, tie-in to existing construction, geosynthetic coordination, underdrain and leachate collection system installation, protective cover layer placement, forcemain installation, stormwater control, groundwater control, sedimentation control activities, and all other related work. 110,200 CY of excavation	$ 659,513.25	Jun-22	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
GOLDEN TRIANGLE LANDFILL	Cell 1A-2A Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of an underdrain and leachate collection system; installation of protective cover; forcemain installation; and other services as described in the Scope of Work. 108,000 CY of excavation; 104,500 C Y of berm fill	$ 3,333,333.00	Feb-23	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Amy Kubinski, (281) 668-9740				
SEABREEZE ENVIRONMENTAL LANDFILL	Cell 15 Construction including mucking, excavation, structural fill, and subgrade preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; installation of access road and truck pad; leachate and underdrain forcemains; and other services as described in the Scope of Work. 310,500 CY of excavation; 169,500 CY of mucking	$ 3,338,978.82	Jun-22	
Waste Connections				
Seabreeze Recovery, Inc.				
10310 FM 523				
Angleton, TX 77541				
Southern Region Engineer - Daniel M. Liwicki (832) 442-2107 Ext 12107				
POLK COUNTY LANDFILL DISPOSAL	Cells III-3S, IV-2N and IV-1N Construction including excavation and construction of a liner and leachate collection system; 176,600 CY of excavation, and 24,844 CY of protective cover installation; flexible base for cell access and perimeter roads; leachate collection line, sump, and riser pipes; and silt fence installation.	$ 1,221,424.42	Sep-22	
Republic Services, Inc.				
2785 FM 942				
Livingston, Texas 77351				
Environmental Manager - Amy Kubinski, (281) 668-9740				
GULF WEST LANDFILL	Landfill II, Final Cover Construction - Including grading existing intermediate cover to subgrade elevations and prepare and maintain the top of subgrade layer for geosynthetic installation; place 12" topsoil layer over geosynthetics; construct the temporary liner termination berms and stormwater berms; prepare tie-in areas to the existing floor liner along the perimeter berm; installation of downchutes, vegetation, and erosion controls; and other services as described and requested.	$ 931,115.66	May-23	
Republic Services, Inc.				
Gulfwest Landfill TX, LP				
2601 Jenkins Rd				
Anahuac, TX 77514				
Environmental Manager - Amy Kubinski, (281) 668-9740				
BLUE RIDGE LANDFILL	Class 1 Sector 24E Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; and other services as described in the Scope of Work. 246,000 CY of excavation	$ 1,489,981.50	Jan-23	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	MSW Sector 13A/14A Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 2-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 715,000 CY of excavation	$ 4,655,164.50	Mar-23	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2021 PROJECTS			
TALL PINES DISPOSAL FACILITY	Stormwater Drainage Facility Construction - Including excavation, ditch clean-up existing,	$ 2,005,132.10	May-22	
Waste Corporation of Texas, LP	installation of 36-inch culvert crossing, installation of stormwater containment and add-on			
14115 Davis Estate Rd.	berms, cleanup of final cover area, installation of 6-inch foundation layer, 18-inch infiltration			
Needville, TX 77461	layer and 12-inch erosion layer, and installation of downchute.			
Attn: Jennifer Glowacki (281) 728-3945	25,220 CY of excavation			
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
GREENBELT LANDFILL	Cell 22S-23S-24 Upper Sidewall Construction - Including excavation, subgrade prep,	$ 517,100.10	May-22	
Waste Corporation of Texas, LP	installation of underdrain geocomposite, re-compacted clay liner and protective cover,			
14115 Davis Estate Rd.	construction of south and east perimeter ditch, and installation of culvert and rip-rap.			
Needville, TX 77461	4,360 CY of excavation			
Attn: Jennifer Glowacki (281) 728-3945				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
LGI Homes – Texas, LLC on behalf of Montgomery County MUD No. 196	Construction of Sweetwater Ridge Phase 1 Detention and Mass Grading - Includes the	$ 2,425,978.41	May-22	
C/O Jones Carter	excavation of 573,300 CY of earthen material to be hauled, placed and compacted on-			
1575 Sawdust Road, Suite 400	site; installation of RCP, rip-rap and concrete slope paving; site preparation and seeding.			
The Woodlands, TX 77380				
Engineer - Antonio Testolin, PE, (989) 670-3409				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 1 Construction - Perform excavation, common backfill placement, clay liner	$ 1,523,978.35	Jan-22	
Waste Management of Texas	construction, geosynthetic coordination, leachate collection system installation, protective			
24275 Katy Freeway, Suite 450	cover layer placement, dewatering system installation, enhanced cell drainage			
Katy, TX 77494	construction, site development, stormwater & groundwater control, and all other related			
Attn: Mr. Chuck Rivette (713) 647-5542	work.			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868	97,500 CY of excavation			
GREENSHADOW LANDFILL	Cell 7 Construction - Perform excavation, clay liner construction, sideslope underdrain	$ 447,224.25	Jan-22	
Waste Management of Texas	installation, protective cover layer placement, and all other related work.			
24275 Katy Freeway, Suite 450	89,000 CY of excavation			
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
WEST KENTUCKY LANDFILL	Unit 6, Phase 2 – Cell 3 Construction - Including excavation, structural fill, and subgrade	$ 1,723,630.54	Feb-22	
Waste Corporation of Tennessee, LP	preparation; installation of compacted clay liner and drainage layer; liner tie-in and anchor			
3426 Highway 45 South	trench; leachate collection system; interim berm and rain flap, and all other related work.			
Mayfield, KY 42066	150,000 CY of excavation			
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - Golder Associates, Inc, Mr. Gary Daniels, PE (906) 280-3403				
TPHTL Rogers, LLC on behalf of Proposed Fort Bend County Municipal Utility District No. 175	Construction of the Drainage Improvements to Serve Pecan Ridge - Includes clearing and grubbing; the excavation of approximately 528,000 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner; installation of backslope interceptor structures, storm sewer pipe, slope paving, swales and riprap.	$ 3,659,726.43	Nov-22	
C/O LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Engineer - Andrew Casey, PE, (713) 953-5200				
GENERATION PARK MANAGEMENT DISTRICT	Construction of Detention Pond 3 - Includes stripping and the excavation of 351,300 CY of	$ 1,334,410.00	Mar-22	
Subcontractor to SER Construction Partners, LLC	earthen material to be hauled and placed on-site.			
3636 Pasadena Blvd				
Pasadena, TX 77503				
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 73	Construction of Detention and Grading to serve Samara Phase 1 - Includes the excavation	$ 5,636,212.35	Apr-23	
C/O LJA Engineering, Inc.	of 749,000 CY of earthen material to be hauled, placed and compacted on-site;			
1904 W Grand Parkway North, Suite 120	installation of RCP storm sewer, manholes and RCB box culverts; installation of flap gates,			
Katy, Texas 77449	weir and outfall structures, slope paving, junction box, swales, seeding and riprap.			
Engineer - James Pottharst, PE, (713) 953-5200				
Sienna Parks & Levee Improvement District of Fort Bend County Texas	Construction of the Regional Storage Pond Phase 2 - Includes clearing and grubbing; the	$ 4,457,916.78	Jun-22	
C/O LJA Engineering, Inc.	excavation of 340,000 CY of earthen material to be hauled, placed and compacted on-			
1904 W Grand Parkway North, Suite 120	site; installation of backslope interceptor structures, drainage swale and all other related			
Katy, Texas 77449	work.			
Engineer - James Pottharst, PE, (713) 953-5200				
FORT BEND LANDFILL	Cell 14 Construction - Including clearing & grubbing; excavation and structural fill;	$ 1,565,886.30	Jan-22	
Waste Corporation of Texas, LP	installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate			
14115 Davis Estate Rd.	collection system; installation of cell access road, tipping pad and berms, and other			
Needville, TX 77461	services.			
Attn: Jennifer Glowacki (281) 728-3945	30,450 CY of excavation			
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
ARTAVIA DEVELOPMENT COMPANY	Construction of the Interim Detention Expansion and Wetland Mitigation to serve ARTAVIA	$ 1,429,195.75	Mar-22	
C/O LJA Engineering, Inc.	Development Company - Includes the excavation of approximately 56,000 CY of earthen			
3600 W Sam Houston Parkway S, Suite 600	material to be hauled, placed and compacted on-site.			
Houston, Texas 77042				
Engineer - Chris LeBlanc, PE, (713) 953-5200				
South Road Apartments, Baytown, TX	Earthwork for Apartment and Pond Site Including - Tree demo and haul off, 6" topsoil strip	$ 506,343.00	Jul-21	
Subcontractor to Construction Site Specialties LLC	and stockpile, import select fill for pads (lose), excavate off site pond for fill needed for			
1807 W. Gloria Switch Rd.	paving areas, excavate pond and spread material on Comm Site, site cuts and respread			
Carencro, LA 70520	topsoil stripping's in green areas, grading and finishing.			
Attn: Brett Deshotels, Chief Operations Officer, (337) 254-1658	57,000 CY of excavation			
NEWTON COUNTY LANDFILL	Site Development, Cells I15 and I16E Construction - Perform excavation, common backfill	$ 1,181,020.62	Dec-21	
Waste Management of Texas	placement, overburden removal, clay liner construction, geosynthetic coordination,			
24275 Katy Freeway, Suite 450	leachate collection system installation, protective cover layer placement, dewatering system			
Katy, TX 77494	installation, enhanced cell drainage construction, stormwater & groundwater control, and			
Attn: Mr. Chuck Rivette (713) 647-5542	all other related work.			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868	107,660 CY of excavation			
BONDAD LANDFILL	Excavate Cell 11W North area to suitable subgrade, including temporary diversion berm.	$ 912,697.50	Jul-21	
Transit Waste, LLC, GFL Environmental	Install soil fill berm to subgrade elevations as shown on the drawings. Install leachate			
1330 Post Oak Blvd, 7th Floor	collection system and leachate collection pipe. Grade stormwater channels. Provide other			
Houston, TX, 77056	services as described and requested.			
Attn: Mr. Marcos Elizondo - (281) 808-5262	71,820 CY of excavation			
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
Phase II Detention Improvements & Mass Grading for Sunset Grove Sections 3, 4, 5, & 6 & Partial Ambrose Section 1 and Ditch 9G Improvements	Phase II Detention Improvements & Mass Grading for Sunset Grove Sections 3, 4, 5, & 6 & Partial Ambrose Section 1 and Ditch 9G Improvements for Galveston County MUD No. 68, in Galveston County, Texas - Includes the excavation of 319,579 CY of earthen material to be hauled and placed on-site; installation of concrete slope paving, Rip Rap, 11' Sand Belt, and seeding.	$ 1,440,660.34	Jun-22	
Galveston County MUD No. 68 c/o Allen Boone Humphries Robinson LLP				
c/o Costello, Inc.				
2107 CityWest Blvd., 3rd Floor				
Houston, TX 77042				
Attn: David A. Corbin, P.E., (713) 783-7788				
RBP Sports LLC	RBP Sports Baseball Complex - Construction of 94 AC Lot Development at Daily Rd, Rosenberg, TX 77471 120,000 CY of excavation	$ 485,220.00	Aug-21	
17424 W Grand Parkway S., Suite 235				
Sugar Land, TX 77479				
Attn: Jason Ford, President, (281) 731-8289				
Atlas 14 Brazos River Outfall Channel for Sienna Plantation LID	Construction of the Atlas 14 Brazos River Outfall Channel for the Sienna Plantation Levee Improvement District of Fort Bend County, Texas - Includes 305,000 CY of excavation, hauling, placement and compaction of earthen material	$ 1,543,940.63	Apr-23	
Sienna Plantation Levee Improvement District				
Subcontractor to Jerdon Enterprise, L.P.				
13403 Redfish Lane				
Stafford, TX 77477				
Attn: John Sanchez, Project Manager, (281) 261-5000 ext 2007				
SOUTH POND DRAINAGE, DETENTION, AND APPURTENANCES TO SERVE AVALON AT FRIENDSWOOD	Construction of the South Pond Drainage, Detention and Appurtenances to serve Avalon at Friendswood - Includes the excavation of 76,400 CY of earthen material to be hauled, placed and compacted on-site; installation of concrete box culverts, junction boxes, slope paving, outfall structure and seeding.	$ 1,331,344.77	Oct-21	
Taylor Morrison of Texas				
c/o LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Attn: Robert Booth, PE., (713) 953-5200				
HCFCD 20-0208 Wetland Construction at Katy Hockley Mitigation Bank	Wetland Construction at Katy Hockley Mitigation Bank - Includes the excavation and stockpiling of 100,000 CY of earthen material.	$ 613,427.91	Apr-21	
Harris Count Flood Control District				
Subcontractor to Lecon, Inc.				
4302 Creekmont Dr				
Houston, TX 77091				
Attn: Ryan Lloyd, (713) 681-4366				
CITY OF VICTORIA LANDFILL	Trench 6W2 construction including excavation, general fill, and subgrade preparation; installation of 2-foot-thick compacted clay liner; installation of a 60-mil HOPE liner and drainage geocomposite; installation of leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of access road and truck pad; construction of a stormwater channel; and other services as described in Scope of Work. 19,000 CY of excavation	$ 522,900.57	May-21	
Republic Services, Inc.				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Tim Telepak , (713) 676-7669				
GOLDEN TRIANGLE LANDFILL	Sector 10B Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; forcemain installation; and other services as described in the Scope of Work. 45,000 CY of excavation	$ 1,199,256.02	Jun-21	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Amy Kubinski, (281) 668-9740				
RALSTON ROAD LANDFILL	Phase VI - Cell 1, Entrance Facilities and Final Cover Construction - Including clearing & grubbing; excavation, and structural fill; installation of compacted clay liner and protective cover; liner tie-in; underdrain system; leachate collection system; installation of culverts and downchutes; perimeter channels; seeding and other services. 199,480 CY of excavation	$ 1,621,235.40	Jun-21	
Waste Corporation of Texas, LP				
1330 Post Oak Blvd, 7th Floor				
Houston, TX, 77056				
Attn: Jennifer Glowacki (281) 728-3945				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
BLUE RIDGE LANDFILL	Class 1 Sector 23D Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 2-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 10,650 CY of excavation	$ 236,469.80	Sep-21	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
BLUE RIDGE LANDFILL	MSW Sector 12 Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 2-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 620,500 CY of excavation	$ 3,560,224.66	Oct-21	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2020 PROJECTS			
BAYTOWN LANDFILL	Phase 5, Cell 8 Construction - Perform site preparation, excavation, common backfill placement, tie-in to existing construction, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement, stormwater control, groundwater control, sedimentation control activities, and all other related work. 65,000 CY of excavation	$ 708,750.00	Jan-21	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
WOOLWORTH ROAD LANDFILL	Woolworth Road Landfill - Run-on Ditch and Contact Water Pond Construction 2020 including clearing, grubbing, topsoil stripping/stockpiling; excavation and placement of structural fill; installation of 12" thick clay liner; installation of anchor trenches; placement of topsoil, seed, and erosion control matting; installation of stormwater control structures, including concrete box culverts, corrugated plastic pipe and corrugated metal pipe; relocation of existing HDPE forcemain pipe; installation of all-weather access roads and asphalt paved roads. 890,000 CY of excavation	$ 1,911,850.23	Oct-21	
Republic Services, Inc.				
BFI Waste Systems of Louisiana, LLC				
10580 Woolworth Rd.				
Keithville, LA 7104				
Environmental Manager - Thom Czischke (225) 257-3566				
CONSTRUCTION OF THE SOUTH DRAINAGE CHANNELS - PHASE 3 TO SERVE 2,200 ACRE MONTGOMERY COUNTY TRACT	Construction of the South Drainage Channels - Phase 3 to Serve 2,200 Acre Montgomery County Tract. Includes the excavation of 55,300 CY of earthen material to be hauled, placed and compacted on-site.	$ 165,900.00	Aug-20	
MONTGOMERY COUNTY MUD NO. 157 (MASTER DISTRICT))				
Subcontractor to SER Construction Partners, LLC				
3636 Pasadena Blvd				
Pasadena, TX 77503				
OLYMPIA FALLS PHASE I DETENTION POND	Construction of the Olympia Falls Phase I Detention Pond 401,178 CY of excavation	$ 1,341,806.52	Apr-21	
c/o LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Attn: Jason Kelly, PE., (713) 953-5200				
WCA OF ALABAMA INDUSTRIAL (FINES) LANDFILL - CELL 7A CONSTRUCTION	Cell 12 Construction - Including excavation; installation of 2-foot compacted clay liner; liner termination berms; installation of leachate collection system and concrete sump/cleanout riser retaining wall; installation of access ramp and turnaround soil pad and drainage ditch 63,089 CY of excavation	$ 826,911.75	Aug-20	
WCA of Alabama, LLC				
13737 Plant Road				
Childersburg, AL 35044				
Attn: Mr. Eduardo Choquis - (941) 500-5143				
Engineer - SCS Engineers, Mr. Brett DeVries, Ph.D., P.E. (817) 358-6110				
LAKE CHARLES FACILITY	Cell 8, Module 7 Construction 110,460 CY of excavation	$ 1,393,443.28	Jul-20	
Chemical Waste Management, Inc.				
7170 John Brannon Road				
Sulphur, LA 70665				
Attn: Amanda Olson, P.E., Market Area Engineer, (225) 667-6138				
LA GLORIA RANCH LANDFILL	La Gloria Ranch Landfill Cell 3B Construction – Project consists of excavation and construction of a liner and leachate collection system at the La Gloria Ranch Landfill. There will be 400,000 cubic yards of excavation, 27,800 cubic yards of 36" compacted clay liner installation and 17,900 cubic yards of protective cover installation. Geosynthetic materials will be installed under a separate contract. Other portions of this project include an underdrain system, flexible base for cell access roads, leachate collection line, and silt fence installation.	$ 1,584,099.45	Jun-20	
Republic Services, Inc.				
Desarrollo del Rancho La Gloria, LP				
23484 North Moorefield Road				
Edinburg, Texas 78574				
Environmental Manager - Robert Derdeyn, (210) 661-4104				
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7	Construction of the Fort Bend County Levee Improvements District No. 7 External Channel Implementation Recovery Measures (EWP Project #5103 72,395 CY of excavation	$ 4,599,872.33	Jul-20	
c/o LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Attn: Bill Ehler, PE., (713) 953-5200				
BLUE RIDGE LANDFILL	Final Cap Phase 3 East Construction including locating the existing liner tie-in; grading and placement of intermediate cover and surface preparation; installation of 18-inch soil infiltration layer; installation of 40-mil LLDPE geomembrane; installation of drainage geocomposite; installation of a 18-inch erosion layer; installation of a 6-inch topsoil layer; future final cover tie-ins; installation of a Flexamat-lined stormwater chutes; installation of concrete grouted riprap energy dissipaters; construction of drainage swales; installation of turf reinforcement matting and coconut fiber matting; and vegetation establishment.	$ 1,152,771.00	Dec-20	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
BLUE RIDGE LANDFILL	MSW Sector 11, Class 1 Sector 26D and 23C Cell Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system including geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick compacted clay liner; leachate collection system including 60-mil HDPE geomembrane liner, geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick protective cover; future and existing tie-ins; stormwater sump and channels; installation of roads; leachate and underdrain forcemains. 890,000 CY of excavation	$ 6,363,482.37	Dec-20	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
FORT BEND LANDFILL	Cell 12 Construction - Including clearing & grubbing; excavation, and structural fill; installation of compacted clay liner and protective cover; liner tie-in; underdrain system; leachate collection system; installation of soil ballest, drainage ditches and berms; and other services. 89,210 CY of excavation	$ 1,564,399.05	Apr-20	
Waste Corporation of Texas, LP				
14115 Davis Estate Rd.				
Needville, TX 77461				
Attn: Mr. Jeffrey Harris (281) 728-3945				
Engineer - SCS Engineers, Mr. Ryan Derong (281) 397-6747				
GREENBELT LANDFILL	Cell 22S and 23S Construction - Including clearing & grubbing; excavation, structural fill, and subgrade preparation; installation of compacted clay liner and protective cover; liner tie-in and anchor trench; leachate collection system; installation of haul road, access road and tipping pad; and other services.	$ 1,171,569.25	Jul-20	
Waste Corporation of Texas, LP				
14115 Davis Estate Rd.				
Needville, TX 77461				
Engineer - SCS Engineers, Mr. Ryan Derong (281) 397-6747				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2019 PROJECTS			
PONDEROSA REGIONAL LANDFILL	Cell 10 and 12 West Construction - Including excavation of disposal cells; existing tie-in preparation; construction of 3-feet compacted clay liner; installation of 60 mil HDPE geomembrane and leachate collection system; construction of 2-feet of protective cover; and construction of temporary perimeter ditch and berm. 97,675 CY of excavation	$ 1,250,696.22	Feb-20	
Regional Landfill Management Services, LTD.				
P.O. Box 333				
Laredo, TX 78042				
Attn: Mr. Jeffrey Harris (281) 728-3945				
Engineer - SCS Engineers, Mr. J. Roy Murray, P.E. (817) 358-6156				
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 11	Construction of the Levee Raising to FEMA +6' for Fort Bend County Levee Improvement District No. 11, Fort Bend County, Texas 36,350 CY of excavation	$ 1,382,344.38	Sep-20	
c/o LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Attn: Michael Rusk, P.E., (713) 953-5200				
GULF WEST LANDFILL	Cell 11 and 13 Construction - Including excavation of cell floor and side slope areas; construction of perimeter berm, temporary intercell and stormwater berms; removal of in place north and east temporary intercell berms; tie-in area preparation; installation of 3-foot thick re-compacted clay liner; installation of leachate collection system; and installation of 1-foot of protective cover over the geosynthetic liner. 66,330 CY of excavation	$ 2,572,435.22	Jan-21	
Republic Services, Inc.				
Gulfwest Landfill TX, LP				
2601 Jenkins Rd				
Anahuac, TX 77514				
Environmental Manager - Christi Markuten, (713) 676-7644				
GRIMES COUNTY HIGHWAY 30 FACILITY	Grimes County Highway 30 Facility – Construction of 6.8-acre disposal pit, SWD pad, TRD pad, water ponds, and other services. 370,000 CY of excavation	$ 2,469,727.80	Apr-20	
Republic EES, LLC				
3779 State Highway 30				
Anderson, TX 77830				
Sr. Manager Projects - Tim Robinson, (832) 399-4515				
WEST KENTUCKY LANDFILL	Unit 6, Phase 2 – Cell 1 Construction - Including clearing & grubbing; excavation, structural fill, and subgrade preparation; installation of compacted clay liner and protective cover; liner tie-in and anchor trench; leachate collection system; installation of haul road, access road and tipping pad; and other services. 68,415 CY of excavation	$ 2,030,340.00	Oct-19	
Waste Corporation of Tennessee, LP				
3426 Highway 45 South				
Mayfield, KY 42066				
Attn: Mr. Ethan Shackelford, P.E. - Region 1 Engineer (573) 202-1066				
Engineer - Martin & Martin, Inc, Mr. Kevin Bodner (717) 264-6759				
CONSTRUCTION OF THE SOUTH DRAINAGE CHANNELS - PHASE 1 TO SERVE 2,200 ACRE MONTGOMERY COUNTY TRACT (Contract No. 1)	Construction of the South Drainage Channels - Phase 1 to Serve 2,200 Acre Montgomery County Tract (Contract No. 1). Includes the excavation of 422,000 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner; installation of backslope interceptor structures, RC box storm sewer, concrete headwalls, slope paving, and riprap.	$ 6,175,208.41	Jul-20	
MONTGOMERY COUNTY MUD NO. 157 (MASTER DISTRICT))				
C/O LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Engineer - Chris LeBlanc, PE, (713) 953-5200				
CONSTRUCTION OF THE SOUTH DRAINAGE CHANNELS - PHASE 2 TO SERVE 2,200 ACRE MONTGOMERY COUNTY TRACT (Contract No. 2)	Construction of the South Drainage Channels - Phase 2 to Serve 2,200 Acre Montgomery County Tract (Contract No. 2). Includes the excavation of 945,105 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner; installation of backslope interceptor structures, storm sewer pipe and inlets, slope paving, and riprap.	$ 8,883,547.29	Dec-20	
MONTGOMERY COUNTY MUD NO. 157 (MASTER DISTRICT))				
C/O LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Engineer - Chris LeBlanc, PE, (713) 953-5200				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 5, Cell 8 Construction - Perform excavation, common backfill placement, overburden removal, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement, dewatering system installation, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 97,500 CY of excavation	$ 1,026,154.74	Sep-19	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
COASTAL PLAINS LANDFILL	Cell T28M Construction - Perform excavation, common backfill placement, clay liner construction, geosynthetic coordination, dewatering system installation, leachate collection system installation, protective cover layer placement, containment berm construction. stormwater & groundwater control, and all other related work. 75,485 CY of excavation	$ 652,649.70	Oct-19	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
BLUE RIDGE LANDFILL	MSW Sector 10B-8B-7B2 Cell Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system including geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick compacted clay liner; leachate collection system including 60-mil HDPE geomembrane liner, geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick protective cover; future and existing tie-ins; stormwater sump and channels; installation of roads; leachate and underdrain forcemains.	$ 6,122,744.25	Nov-19	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
GALVESTON COUNTY LANDFILL	Sector 3E Cell Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; 2-foot-thick compacted clay liner; installation of a 60-mil HDPE liner and drainage geocomposite; installation of a leachate collection system including a sump, trenches, pipe, aggregate, geotextile wrap; 2-foot-thick protective cover; existing tie-ins; construction of roads and truck pad; electrical and forcemain. 490,000 CY of excavation	$ 2,765,265.99	Aug-19	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
5757A Oates Road				
Houston, Texas 77078				
Environmental Manager -Christi Markuten, (713) 676-7644				
FORT BEND LANDFILL	Cell 11 Construction - Including clearing & grubbing; excavation, structural fill, and subgrade preparation; installation of compacted clay liner and protective cover; liner tie-in and anchor trench; leachate collection system; installation of haul road, access road and tipping pad; and other services. 68,415 CY of excavation	$ 1,915,263.15	Jun-19	
Waste Corporation of Texas, LP				
14115 Davis Estate Rd.				
Needville, TX 77461				
Attn: Mr. Jeffrey Harris (281) 728-3945				
Engineer - SCS Engineers, Mr. Ryan Derong (281) 397-6747				
MESQUITE CREEK LANDFILL	7.5-acre Unit 2, Phase V North liner system construction and related activities specified herein; such as: site preparation; site maintenance; dust control; furnishing, installing, and maintaining dewatering and temporary erosion and sedimentation control structures; subgrade preparation; recompacted clay (liner) excavation and construction, leachate collection corridor and chimney drain components construction, sump construction, protective cover soil placement, perimeter road and surface drainage features, storm water pond, and all related work. 521,349 CY of excavation	$ 1,734,542.56	Sep-19	
Waste Management of Texas				
Mr. Jason Lang				
9900 Giles lane				
Austin, Texas 78754				
Phone: 512-461-1870				
Engineer: Geosyntec Consultants, Marty Christman, (512) 451-4003				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
ADDICKS FAIRBANKS LANDFILL	Closure and Drainage Construction -- Site preparation, excavation and grading, common backfill placement, clay and vegetative layer installation, addon berms and stormwater letdown installation, detention excavation and pond outlet structure, riprap spillway and outfall installation, seeding. 116,800 CY of excavation	$ 920,842.08	Jan-20	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				

Eric Unsinn

26207 Ridgelawn Dr
Richmond, TX 77406

281-932-0650
eric@lexinc.com

EDUCATION

TEXAS TECH UNIVERSITY, Lubbock TX — July 1996
College of Engineering
Construction Technology

PROFESSIONAL EXPERIENCE

LONGHORN EXCAVATORS, Houston TX — January 2010- Present
Vice President

- Supervise and lead project operations.
- Communicate and grow relationships with clients.
- Oversee project cost, staffing, and scheduling.
- Ensure plans abide by contract specifications.

Director of Field Operations, Houston TX — March 2005- January 2010

- Supervise project operations.
- Establish appropriate staff levels and budget allocation for projects.
- Ensure site health and safety compliance in accordance with city and OSHA regulations.
- Prepare project status reports.

Project Manager, Houston TX — February 1999- March 2005

- Manage all project costs, staffing, and scheduling.
- Incorporate engineering knowledge of soils and concrete.
- Prepare project status reports.

AL UNSINN CUSTOM HOME BUILDER, McAllen TX — November 1998- February 1999
Director of Field Operations

- Direct and oversee all activities at the job site.
- Communicate directly with clients.
- Handle project cost, staffing, and scheduling.
- Ensure all build out and construction elements met design and project standards.

BUFFINGTON HOMES, Austin TX — July 1996- November 1998
Superintendent

- Supervise and coordinate building projects.
- Manage project budgets with a focus on remaining under budget.
- Perform quality control to inspect, diagnose, and repair any complications.
- Manage on-site construction staff, building material deliveries, and job site safety.

PROJECTS

1999 – Glennloch Farms Golf Course & Development
350,008 cubic yards | $1.1 million | Klein, TX

2000 - Fall Creek Development
360,000 cubic yards | $1.2 million | Houston, TX

2001 – Pierce Junction (Wildcat Golf Course)
1,800,000 cubic yards | $3 million | Houston, TX

2002 – Lakes of LBJ Golf Course
369,000 cubic yards | $1.9 million | Kingsland, TX

2003 – Corpus Christi Bay Beach Restoration
60,000 cubic yards | $2 million | Corpus Christi, TX

2004 – Shelter Harbor Golf Club
350,000 cubic yards | $2.2 million | Charleston, RI

2005 – Lid 17 New Land Development (Telfair)
500,000 cubic yards | $2.8 million | Sugar Land, TX

2005 – Ditch "H" Widening
1,550,000 cubic yards | $9.7 million | Sugar Land, TX

2006 – Cefe F Valenzuela Landfill
$16.8 million | Corpus Christi, TX

2006 – The Sanctuary Development
$7.4 million | Port O'Conner, Texas

2009 – Covel Gardens Landfill
425,000 cubic yards | $1.8 million | San Antonio, TX

2009-2011 – North Floodway Levee Rehabilitation
$24.9 million | Texas- Mexico Border

2016-2017 – Lake Padre Canal West
640,126 cubic yards | $2.2 million | Corpus Christi, TX

2017 – SW Regional Landfill
360,000 cubic yards | $965 thousand | Buckeye, Arizona

2019 – Grand Vista Ph 5
593,375 cubic yards | $2.1 million | Richmond, TX

2021 – Bondad Landfill
$1 million | Durango, CO

Greg Parker

2522 Silent Shore Ct. 713-808-5658
Richmond, TX 77406 greg@lexinc.com

EDUCATION

Houston Community College, Houston, TX June 1990

PROFESSIONAL EXPERIENCE

LONGHORN EXCAVATORS, Houston TX
Superintendent 2017- Present

- Supervise project operations.
- Communicate and grow relationships with clients.
- Manage project costs and scheduling.
- Ensure site health and safety compliance in accordance with city and OSHA regulations.
- Prepare project status reports.
- Manage on-site construction staff, equipment, and material deliveries.

ASCO EQUIPMENT, Houston TX
Territory Manager 2013- 2017

- Hire, develop, train, and monitor the performance of Equipment Sales Representatives.
- Forecast goals and objectives for the Region and achieve them.
- Assist with establishing sales territories, goals, and forecasts for Sales Representatives within the region.

HI-WAY EQUIPMENT, Houston TX
Territory Manager 2008- 2013

- Help increase our sales revenues and maintain customer relationships within an assigned geographical area.
- Monitor competition within assigned region.
- Discover sales opportunities through consumer research.
- Meet with customers to address concerns and provide solutions.

LONGHORN EXCAVATORS, Houston TX
Project Manager 1991- 2007

- Responsible for supervising the construction crew in site preparation, staking, excavation, and the overall formation of the projects.
- Work directly with owners and engineers to ensure project met/exceeded expectations.
- Manage on-site equipment and material deliveries.
- Manage project costs and scheduling.

DA PARKER CONSTRUCTION, Houston TX
Superintendent 1990- 1991

- Manage construction of Town and Country Mall Project.

PROJECTS

ABILENE LANDFILL, REPUBLIC SERVICES, INC.
CONSTRUCTION OF 4.9 ACRE SECTOR 3A AND 3.6
604,000 cubic yards | $1.9 million | Abilene, TX

CHARTER WASTE LANDFILL, REPUBLIC SERVICES, INC.
CONSTRUCTION OF 3.5 ACRE CLASS 1 CELL 19A AND
6.5 ACRE MSW CELL 17/18
382,000 cubic yards | $2.4 million | Odessa, TX

SOUTHWEST REGIONAL LANDFILL, ALLIED WASTE INDUSTRIES, INC.
CELL 11 EXPANSION
250,296 cubic yards | $960,800 | Buckeye, AZ

GREENSHADOWS LANDFILL, WASTE CORP. OF TEXAS, LP
CELL 6 AND 7 CONSTRUCTION
258,600 cubic yards | $1.2 million | Pasadena, TX

ADDICKS FAIRBANKS LANDFILL, WASTE CORP. OF TEXAS, LP
CELL 1-13 & CLOSURE AND DRAINAGE CONSTRUCTION
173,130 cubic yards | $1.5 million | Katy, TX

BLUERIDGE LANDFILL, REPUBLIC SERVICES, INC.
SECTOR 6B2/5C2/4C2 AND DETENTION POND/OUTLET STRUCTURES
$3.5 million | Fresno, TX

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7,
C/O LJA ENGINEERING, INC.
EXTERNAL CHANNEL IMPLEMENTATION RECOVERY MEASURES
72,395 cubic yards | $4.5 million | Fort Bend Co., TX

WETLAND CONSTRUCTION AT KATY HOCKLEY MITIGATION BANK,
HARRIS COUNTY FLOOD CONTROL DISTRICT
AND DITCH 9G IMPROVEMENTS
100,000 cubic yards | $600,000 | Katy, TX

SEABREEZE ENVIRONMENTAL LANDFILL, WASTE CONNECTIONS
CONSTRUCTION OF DETENTION POND 3
310,500 cubic yards | $3.3 million | Freeport, TX

BONDAD LANDFILL, TRANSIT WASTE, LLC.
CONSTRUCTION OF DETENTION POND 3
71,820 cubic yards | $1 million | Durango, CO

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC.
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

November 18, 2024

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

RE: **Longhorn Excavators, Inc.**
Edinburg Regional Disposal Facility – Landfill Perimeter Drainage Improvements

To Whom it May Concern:

We are pleased to confirm our surety relationship with Longhorn Excavators, Inc. We, as agent, and Continental Casualty Company ("CNA"), as surety, considers Longhorn Excavators, Inc. (Longhorn) to be a valued surety client. Our surety relationship with Longhorn began in 2012.

Over its years in business, Longhorn has developed an impressive portfolio of successfully completed construction projects. They have been awarded projects through competitive hard bid and direct negotiation and have delivered these projects via the traditional method whether general contractor or subcontractor. Longhorn has always satisfactorily performed their obligations.

Subject to normal underwriting considerations and upon satisfactory review of contract terms and documents, CNA will be prepared to provide bonding support for Longhorn. CNA has provided a $25MM single / $50MM aggregate surety program for Longhorn. Of course, higher limits could be considered. As always, CNA reserves the rights to perform underwriting at the time of any bond request including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing.

This letter is intended to be a bonding reference. It is not to be construed as a bid, performance or payment bond. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Atlantic is licensed to do business in the State of Texas and has an A.M. Best Rating of A (Excellent), Size Group XV (Greater than or Equal to USD 2.00 Billion). Principal address is 151 North Franklin Street Chicago, Illinois 60606.

We hold Longhorn in the highest regard and we are pleased to recommend them for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jim Miller, Producer
Technical Assurance, L.L.C., a division of
Bowen, Miclette, & Britt Insurance Agency, L.L.C.
26623 Oak Ridge Drive, The Woodlands, Texas 77380

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2024

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
Higginbotham Insurance Agency, Inc.
1400 FM 528, Suite F
Webster TX 77598

CONTACT NAME: Sarah Sowinski
PHONE (A/C, No, Ext): 281-990-6051 **FAX (A/C, No):** 281-990-6052
E-MAIL ADDRESS: ssowinski@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Ins. Co.	13604
INSURER B : Clear Blue Insurance Company	28860
INSURER C : Service Lloyds Insurance Co.	43389
INSURER D : Markel American Insurance Company	28932
INSURER E :	
INSURER F :	

INSURED LONGH26
Longhorn Excavators, Inc.
Lex Equipment LP
1819 First Oaks Street, Suite 140
Richmond TX 77406

COVERAGES **CERTIFICATE NUMBER:** 1375011035 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Ded. $5,000 X Contr. Pollution GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			1000067884231	12/1/2023	12/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each Poll. Condition	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			AQ1YTX006840-01	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1000338007231	12/1/2023	12/1/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SLICWC0462602	12/1/2023	12/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Inland Marine Ded. $25,000			MKLM4IM0054010	12/1/2023	12/1/2024	Scheduled Equip. R/L Equip. Per Item R/L Equip. Per Occ	On File $750,000 $1,500,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and the General Liability, Automobile Liability and Workers' Compensation policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The Excess Liability policy is follow form over General Liability/Pollution Liability, Automobile Liability and Workers' Compensation.

Bid for Edinburg Regional Disposal Facility – Landfill Perimeter Drainage Improvements.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Where Required By Written Contract

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

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

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

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this Policy remain unchanged.

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Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where Required By Written Contract
Location And Description of Completed Operations: Where Required By Written Contract

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

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

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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Starr Surplus Lines Insurance Company

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.

B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:

1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.

2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.

3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/01/2023 AT 12:01 A.M. STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX006840-01 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators, Inc.

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO ADDITIONAL INSUREDS ADDED, AS REQUIRED BY WRITTEN CONTRACT, PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Q ADLIN-B 08 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/01/2023 AT 12:01 A.M., STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX006840-01 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators, Inc.

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Q WAIVER-B 08 14

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective Date: 12/01/2023 Policy No. SLICWC0462602 Endorsement No.

Policy Effective Date: 12/01/2023 to 12/01/2024 Premium $

Insured: Longhorn Excavators, Inc.

DBA:

Carrier Name / Code: Service Lloyds Insurance Company

WC 42 03 04 B

(Ed. 6-14)

Countersigned by _____

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Lone Star Lining Company
Partial Experience Resume

Project: EPCO Pond 7
Location: Mont Belvieu, Texas
Material: geotextile, 60 mil HD conductive, geonet
Size/Layer 1,400,000 sf
Application: Brine Pond
Contact: Tim Newton-Pender
Phone: 713-204-9268

Project: SORD Lagoon Extension
Location: Ardmore, Oklahoma
Material: 40 mil HDPE
Size/Layer 70,000 sf
Application: Leachate Pond
Contact: Troy Duke
Phone: 580-226-1276

Project: Williamson County Cell 3C
Location: Hutto, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Skyline Landfill Cell 16B
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 410,000 sf
Application: Sanitary Landfill
Contact: Caleb Hollingshead
Phone: 817-563-1144

Project: Lyondell/Equistar Pond
Location: Mt. Belvieu, Texas
Material: 60 mil HDPE/HDT, geonet
Size/Layer 90,000 sf
Application: Brine Pond
Contact: Jim Rose
Phone: 432-559-4799

Project: Martin Lake West Ash Pond Reline
Location: Tatum, Texas
Material: 60 mil HDT, GCL
Size/Layer 700,000 sf
Application: Coal Ash Pond
Contact: Eddie Noak
Phone: 512-446-7011

Project: 130 Environmental Park
Location: Lockhart, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 700,000 sf
Application: Sanitary Landfill
Contact: Gaylon Hammett
Phone: 903-271-3906

Project: Mesquite Creek Landfill Unit 2 Phase VS
Location: New Braunfels, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 150,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Hillside Cell 4B
Location: Sherman, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 180,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: AEL Phase IVD/IVE/IVF South
Location: Sand Springs, OK
Material: 60 HDPE/HDT, Geotextile
Size/Layer 505,000 sf
Application: Leachate Pond
Contact: Wade Miller
Phone: 405-269-3960

Project: Long Cove WWTP
Location: Malakoff, Texas
Material: 40 mil HDPE
Size/Layer 100,000 sf
Application: WWTP
Contact: Stetson Keen
Phone: 903-832-8001

Project: Northeastern Landfill Rain Flap
Location: Oologah, Oklahoma
Material: 12 mil Duraskrim, Wind Defender
Size/Layer 500,000 sf
Application: Temporary Cover
Contact: Bryan White
Phone: 918-352-8213

Lone Star Lining Company
Partial Experience Resume

Project: NRG Parish Pond E
Location: Thompsons, Texas
Material: 60 mil HDT, geotextile
Size/Layer 27,000 sf
Application: Wastewater Containment
Contact: David Janik
Phone: 979-541-7231

Project: Butler County Landfill Cells 18A and 19A
Location: David City, Nebraska
Material: GCL, 60 mil HDPE/HDT
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Kelly Danielson
Phone: 402-367-4669

Project: Cherokee Village B3-B4
Location: Cherokee Village, Arkansas
Material: GCL, 60 mil HDPE/HDT, Geocomposite
Size/Layer 240,000 sf
Application: Sanitary Landfill
Contact: Joe Vieceli
Phone: 832-442-2906

Project: East Texas Regional Sector 1 Cell 8C
Location: Henderson, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 162,000 sf
Application: Sanitary Landfill
Contact: Gary Bartels
Phone: 817-705-6072

Project: G & P Landfill Cell 11A - 12A
Location: Milford, Nebraska
Material: 60 mil HDPE, GCL, geotextile
Size/Layer 170,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Plumb Thicket Module 12
Location: Harper, Kansas
Material: GCL, 60 mil HDPE/HDT, Geocomposite
Size/Layer 430,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: US Ecology Cells 51-2 Phase 2
Location: Robstown, Texas
Material: 60 mil HDPE/HDT, Geonet, Geocomposite
Size/Layer 450,000 sf
Application: Hazardous Waste Landfill
Contact: Kirk Hansen
Phone: 208-489-1662

Project: Camino Real Cell 3.1B
Location: Sunland Park, New Mexico
Material: GCL, 60 mil HDPE/HDT
Size/Layer 475,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Durham Regional Landfill Cell 4
Location: Florence, Arizona
Material: GCL, 60 mil HDT, Geocomposite
Size/Layer 360,000 sf
Application: Sanitary Landfill
Contact: Dalton Ellis
Phone: 720-236-7359

Project: Front Range Landfill Cell 15
Location: Erie, Colorado
Material: 60 mil HDPE, Geocomposite
Size/Layer 890,000 sf
Application: Sanitary Landfill
Contact: Dalton Ellis
Phone: 720-236-7359

Project: Loess Hills Cell G East M
Location: Malvern, Iowa
Material: Underdrain, 60 mil HDT, geocomposite
Size/Layer 400,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Post Oak Landfill Cell 1A
Location: Kingsbury, Texas
Material: Underdrain, 60 mil HDT, geocomposite
Size/Layer 380,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 832-442-2107

Lone Star Lining Company
Partial Experience Resume

Project: SKB Cloquet Partial Cell
Location: Cloquet, Minnesota
Material: 60 mil HDPE, HDT, GCL
Size/Layer 113,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: SKB Cell 6 Phase 1
Location: Rosemount, Minnesota
Material: GCL, 80 mil HDT, Geocomposite
Size/Layer 900,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: White Oaks Cell I-II D
Location: Monroe, Louisiana
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 306,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 832-442-2107

Project: Hillside Landfill Cell 4B
Location: Sherman, Texas
Material: 60 mil HDPE, HDT, Geocomposite
Size/Layer 180,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Mesquite Creek Landfill Unit 2 Phase VS
Location: New Braunfels, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 150,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: New Boston Cell 3A
Location: New Boston, Texas
Material: 60 mil HDPE, HDT, Geocomposite
Size/Layer 200,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: SKB Lansing Phase 5
Location: Austin, Minnesota
Material: GCL, 60 mil HDPE, Geocomposite
Size/Layer 150,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Timberlane Cell 10B
Location: Oakdale, Louisiana
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 221,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 832-442-2107

Project: Atascocita Phase 6, Cell 1
Location: Humble, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Jefferson County Cell 5B
Location: Pine Bluff, Arkansas
Material: 60 mil HDT/geocomposite
Size/Layer 195,000 sf
Application: Sanitary Landfill
Contact: David Conrad
Phone: 501-804-0806

Project: New Boston Area 6 Closure
Location: New Boston, Texas
Material: 50 mil Drainliner, Geocomposite
Size/Layer 765,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Newton Complex Cell 1-15
Location: Deweyville, Texas 77614
Material: 60 mil HDPE, Geocomposite
Size/Layer 320,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Lone Star Lining Company
Partial Experience Resume

Project: Newton Complex Cell 1-16E
Location: Deweyville, Texas 77614
Material: 60 mil HDPE, Geocomposite
Size/Layer 80,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Ozark Ridge Cell 4A
Location: Pine Bluff, Arkansas
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 195,000 sf
Application: Sanitary Landfill
Contact: David Conrad
Phone: 501-804-0806

Project: Skyline Landfill Cell 16B
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 410,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: Temple Landfill Cells 1S and 2S
Location: Temple, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 430,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Williamson County Cells 3C
Location: Hutto, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Williamson County Cells 3C
Location: Hutto, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 320,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Central Missouri Landfill Cell 15
Location: Sedalia, Missouri
Material: 60 mil HDT, Geocomposite, Geotextile
Size/Layer 350,000 sf
Application: Sanitary Landfill
Contact: Marcos Elizondo
Phone: 713-292-2417

Project: Black Oak Landfill Phase 9B, 5C
Location: Hartville, Missouri
Material: 60 mil HDT, Geocomposite
Size/Layer 340,000 sf
Application: Sanitary Landfill
Contact: Marcos Elizondo
Phone: 713-292-2417

Project: AEL Leachate Pond
Location: Sand Springs, OK
Material: 60 HDT
Size/Layer 55,000 sf
Application: Leachate Pond
Contact: Wade Miller
Phone: 405-269-3960

Project: Vopak Yosemite Tanks
Location: Portland, Texas
Material: 80 mil HDPE
Size/Layer 76,000 sf
Application: Secondary Containment
Contact: Jeff Tabor
Phone: 918-223-6014

Project: Hinton Landfill Cell 8
Location: Garland, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 680,000 sf
Application: Sanitary Landfill
Contact: Gaylon Hammett
Phone: 903-271-3906

Project: S&S CISD New Middle School
Location: Sadler, Texas
Material: 40 mil HDPE
Size/Layer 15,000 sf
Application: Waterproofing
Contact: Sam Ozuna
Phone: 817-584-5129

Lone Star Lining Company
Partial Experience Resume

Project: Angelina County Leachate Pond
Location: Lufkin, Texas
Material: 60 mil HDT
Size/Layer 200,000 sf
Application: Leachate Pond
Contact: Gaylon Hammett
Phone: 903-271-3906

Project: Fountain Landfill Cell O
Location: Fountain, Colorado
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 220,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Project: Bondad Landfill Cell 11W
Location: Durango, Colorado
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 75,000 sf
Application: Sanitary Landfill
Contact: Olivia Vogelsberg
Phone: 630-917-9139

Project: Seabreeze Landfill Cell 12
Location: Angleton, Texas
Material: Underdrain, 60 mil HDPE, geocomposite
Size/Layer 540,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: Skyline Landfill Cell 16A
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 386,000 sf
Application: Sanitary Landfill
Contact: Caleb Hollingshead
Phone: 817-563-1144

Project: Keller's Creamey Lagoon
Location: Winnsboro, Texas
Material: 60 mil HDPE, Geotextile
Size/Layer 68,000 sf
Application: Wastewater Containment
Contact: Tony Heady
Phone: 817-366-8818

Project: Celina Elementary School
Location: Celina, Texas
Material: 30 mil HDPE
Size/Layer 7,700 sf
Application: Waterproofing
Contact: Jason Lowrey
Phone: 817-267-4788

Project: Plumb Thicket Module 11
Location: Harper, Kansas
Material: 60 mil HDPE/HDT, GCL, geotextile
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Ben Tucker
Phone: 303-949-5088

Project: Rolling Meadows Landfill
Location: Hazen Arkansas
Material: 60 mil HDPE, geocomposite
Size/Layer 180,000 sf
Application: Sanitary Landfill
Contact: Eduardo Choquis
Phone: 941-377-5370

Project: Jefferson Parish Cell 24 North
Location: Avondale, Louisiana
Material: GCL, 40, 60 mil HDPE, Geocomposite
Size/Layer 170,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: AEL Phase 4 North
Location: Sand Springs, OK
Material: 60 HDT, Geotextile
Size/Layer 450,000 sf
Application: Sanitary Landfill
Contact: Wade Miller
Phone: 405-269-3960

Project: Bannister Basins
Location: Kansas City, Missouri
Material: 60 mil HDPE, Geocomposite
Size/Layer 285,000 sf
Application: Stormwater Containment
Contact: Chip Zuck
Phone: 816-506-6717

Lone Star Lining Company
Partial Experience Resume

Project: Celina Elementary School
Location: Celina, Texas
Material: 30 mil HDPE
Size/Layer 7,700 sf
Application: Waterproofing
Contact: Jason Lowrey
Phone: 817-267-4788

Project: Eustace High School
Location: Eustace, Texas
Material: 30 mil HDPE
Size/Layer 15,000 sf
Application: Waterproofing
Contact: Will Cappell
Phone: 214-239-4722

Project: NRG Parish APH Pond
Location: Thompsons, Texas
Material: 60 mil HDT, geotextile
Size/Layer 65,000 sf
Application: Wastewater Containment
Contact: David Janik
Phone: 979-541-7231

Project: Pirkey Power Rain Flap Addition
Location: Hallsville, Texas
Material: 12 mil Duraskrim, Wind Defender
Size/Layer 361,000 sf
Application: Temporary Cover
Contact: Ron Franklin
Phone: 903-407-8539

Project: Snyder Landfill Cell 3A
Location: Snyder, Texas
Material: Gundseal, Geocomposite
Size/Layer 55,000 sf
Application: Sanitary Landfill
Contact: Randy Taylor
Phone: 903-649-3393

Project: Central Missouri Landfill Cell 14
Location: Sedalia, Missouri
Material: 60 mil HDT, Geocomposite, Geoptextile
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Olivia Vogelsberg
Phone: 630-917-9139

Project: Elk City Landfill Expansion
Location: Elk City, Oklahoma
Material: 60 mil HDPE/HDT, Geotextile, Geocomposite
Size/Layer 250,000 sf
Application: Sanitary Lanfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Martin Lake East Ash Pond Reline
Location: Tatum, Texas
Material: 60 mil HDPE, GCL
Size/Layer 445,000 sf
Application: Coal Ash Pond
Contact: Eddie Noak
Phone: 512-446-7011

Project: Borger Nitrogen Pond
Location: Borger, Texas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 57,000 sf
Application: Wastewater Containment
Contact: Jim Rose
Phone: 432-203-8665

Project: Prairie Valley Cell 5
Location: Cuba, Missouri
Material: 60 mil HDPE, Geotextile
Size/Layer 146,000 sf
Application: Sanitary Landfill
Contact: Jim Dallas
Phone: 573-395-4354

Project: TASWA Sector 5
Location: Whitesboro, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 900,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Project: Baytown Landfill Sector 4, Cell 4
Location: Baytown, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 108,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Lone Star Lining Company
Partial Experience Resume

Project: East Oak Cell XIII and sideslope
Location: Oklahoma City, Oklahoma
Material: GCL, 60 mil HDPE/HDT, Geotextile
Size/Layer 950,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Newton Complex Cell 1-16M
Location: Deweyville, Texas 77614
Material: 60 mil HDPE, Geocomposite
Size/Layer 115,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Williamson County Cells 3A- 3B
Location: Hutto, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 375,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Champ Landfill Cell 4A
Location: Maryland Heights, Missouri
Material: 60 mil HDT, Geotextile
Size/Layer 780,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Jefferson Parish Cell 24 North
Location: Avondale, Louisiana
Material: Gundseal, 60 mil HDT, Geocomposite
Size/Layer 170,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: Oklahoma Landfill Phase V, Sector 2
Location: Oklahoma City, Oklahoma
Material: GCL, 60 mil HDT, Geotextile
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: New Boston Cell 3A
Location: New Boston, Texas
Material: 60 mil HDPE, HDT, Geocomposite
Size/Layer 200,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Temple Landfill Cells 1N and 2N
Location: Temple, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Blossom Prairie Landfill Cell I-3B
Location: Blossom, Texas
Material: 60 mil HDPE, HDT, Geocomposite
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Gary Bartels
Phone: 817-705-6072

Project: SKB Cloquet Cells 5B & 6B
Location: Cloquet, Minnesota
Material: 60 mil HDPE, HDT, GCL
Size/Layer 120,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: L.P. Gill Phase V, Cell 1
Location: Jackson, Nebraska
Material: 60 mil HDPE, HDT, GCL, Geotextile
Size/Layer 432,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Southside Landfill Cell L
Location: Pueblo, Colorado
Material: 60 mil HDPE, geocomposite
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Lone Star Lining Company
Partial Experience Resume

Project: Timber Ridge Cell 7B
Location: Richwoods, Missouri
Material: 60 mil HDPE, Geotextile, Rain Cover
Size/Layer 113,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: West End Landfill Phase 2, Cell 5
Location: Thompsonville, Illinois
Material: 60 mil HDT, Geotextile, Geocomposite
Size/Layer 123,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Cherokee Nation Landfill
Location: Stillwell, Oklahoma
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 220,000 sd
Application: Sanitary Landfill
Contact: Greg Vance
Phone: 405-285-7720

Project: City of Enid Cell 11E
Location: Enid, Oklahoma
Material: 60 mil HDPE/HDT/Geotextile
Size/Layer 220,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: EPCO Pond 1
Location: Hutchinson, Kansas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 400,000 sf
Application: Brine Pond
Contact: Mitch Blanchard
Phone: 225-292-9007

Project: EPCO Pond 2
Location: Hutchinson, Kansas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 380,000 sf
Application: Brine Pond
Contact: Mitch Blanchard
Phone: 225-292-9007

Project: ETP Midland
Location: Stanton, Texas
Material: GCL
Size/Layer 150,000 sf
Application: Secondary Containment
Contact: Jim Rose
Phone: 432-206-8665

Project: Exxon Mobil Pond Reline
Location: Port Allen, Louisiana
Material: 60 mil HDPE
Size/Layer 36,000 sf
Application: Stormwater Pond
Contact: Mitch Blanchard
Phone: 225-292-9007

Project: Luminant Lamar Plant
Location: Paris, Texas
Material: 60 mil HDPE
Size/Layer 43,000 sf
Application: Stormwater Pond
Contact: Eddie Noak
Phone: 512-446-7011

Project: Luminant Oak Grove Cell 2 Cap
Location: Franklin, Texas
Material: 40 mil LLDT/geocomposite
Size/Layer 1,100,000 sf
Application: Coah Ash Cap
Contact: Eddie Noak
Phone: 512-446-7011

Project: Oneok Mt. Belvieu North Pond 6
Location: Baytown, Texas
Material: Geotextile, geonet, 60 mil HDPE/HDT
Size/Layer 800,000 sf
Application: Brine Pond
Contact: Tim Newton-Pender
Phone: 713-204-9268

Project: SORD Landfill Cells 5-6
Location: Ardmore, Oklahoma
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Wade Miller
Phone: 405-269-3960

Lone Star Lining Company
Partial Experience Resume

Project: US Ecology Cells 51-1 and 51-2
Location: Robstown, Texas
Material: 60 mil HDPE/HDT, Geonet, Geocomposite
Size/Layer 477,000 sf
Application: Hazardous Waste Landfill
Contact: Kirk Hansen
Phone: 208-489-1662

Project: Willis WTP
Location: Willis, Oklahoma
Material: Geotextile, 60 mil HDT
Size/Layer 650,000 sf
Application: Wastewater Treatment
Contact: Shawn Blair
Phone: 580-235-1121

Project: Buffalo Creek Landfill
Location: Iowa Park, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Brett Devries
Phone: 817-358-6110

Project: Fountain Landfill Cell N
Location: Fountain, Colorado
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Project: Jefferson Parish Cell 24 South
Location: Avondale, Louisiana
Material: GCL, 40, 60 mil HDPE, Geocomposite
Size/Layer 170,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: Oklahoma Landfill Phase V, Sector I
Location: Oklahoma City, Oklahoma
Material: GCL, 60 mil HDT, Geotextile
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: City of Waco Landfill Phase VII
Location: Waco, Texas
Material: GCL, 60 mil HDPE/HDT, Geocomposite
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: Brett Devries
Phone: 817-358-6110

Project: Butler County Landfill Cells 15A and 17A
Location: David City, Nebraska
Material: GCL, 60 mil HDPE/HDT
Size/Layer 225,000 sf
Application: Sanitary Landfill
Contact: Kelly Danielson
Phone: 402-367-4669

Project: Camino Real Cell 3.1A
Location: Sunland Park, New Mexico
Material: GCL, 60 mil HDPE/HDT
Size/Layer 416,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: Front Range Landfill Cell 14
Location: Erie, Colorado
Material: 60 mil HDPE, Geocomposite
Size/Layer 680,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Project: Nobles County Phase VI South
Location: Rushmore, Minnesota
Material: 60 mil HDT, geocomposite
Size/Layer 105,000 sf
Application: Sanitary Landfill
Contact: Eric Joens
Phone: 507-360-5858

Project: Osage LandfilL Sector 1C
Location: Bartlesville, Oklahoma
Material: 60 mil HDPE, Geotextile
Size/Layer 140,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Lone Star Lining Company
Partial Experience Resume

Project: Plumb Thicket Module 10
Location: Harper, Kansas
Material: GCL, 60 mil HDPE/HDT, Geocomposite
Size/Layer 350,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: SKB Cell 3-G
Location: Rosemount, Minnesota
Material: GCL, 80 mil HDT, Geocomposite
Size/Layer 366,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Timberlane Cell 9
Location: Oakdale, Louisiana
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 220,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: Weatherford Landfill
Location: Weatherford, Texas
Material: 190,000 sf
Size/Layer GCL, 60 mil HDT, Geocomposite
Application: Sanitary Landfill
Contact: Brett Devries
Phone: 817-358-6110

Project: Eco Vista Landfill 11A, South 12
Location: Springdale, Arkansas
Material: GCL, 60 mil HDT, Geocomposite
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Dave Conrad
Phone: 501-487-6158

Project: Coastal Plains Cell T28M
Location: Alvin, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 130,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Seabreeze Landfill Pond
Location: Angleton, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 150,000 sf
Application: Leachate Collection Pond
Contact: Matt Crockett
Phone: 832-442-2913

Project: Southern Plains Landfill Cell 10
Location: Alex, Oklahoma
Material: GCL, 60 mil HDPE/HDT, Geotextile
Size/Layer 200,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: Turkey Creek Sector 11A
Location: Alvarado, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 188,000 sf
Application: Sanitary Landfill
Contact: Brett Devries
Phone: 817-358-6110

Project: Western Plains Regional Area 6A
Location: Garden City, Kansas
Material: 60 mil HDPE, Geocomposite
Size/Layer 110,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: Atascocita Phase 5, Cell 8 North and South
Location: Humble, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Covel Gardens Phase IX South
Location: San Antonio, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 450,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Lone Star Lining Company
Partial Experience Resume

Project: East Oak Cells XIV and XV
Location: Oklahoma City, Oklahoma
Material: GCL, 60 mil HDPE/HDT, Geotextile
Size/Layer 600,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: New Boston Cells 1A and 2A
Location: New Boston, Texas
Material: 50 mil HDPE Drain Liner, geotextile
Size/Layer 460,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Terral WWTP
Location: Terral, Oklahoma
Material: 60 mil HDT, geotextile
Size/Layer 190,000 sf
Application: Waste Water Treatment
Contact: Shawn Blair
Phone: 580-235-1121

Project: Absolute Waste Cell 2
Location: Tecumseh, Oklahoma
Material: 60 mil HDT, geotextile
Size/Layer 257,000 sf
Application: Sanitary Landfill
Contact: Greg Vance
Phone: 405-285-7720

Project: New Boston Area 5 Cover
Location: New Boston, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 450,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Dumas WTP
Location: Stinnett, Texas
Material: GCL, 60 mil HDT
Size/Layer 20,000 sf
Application: Treatment Pond
Contact: Mike Brackney
Phone: 817-281-4470

Project: Skyline Landfill Cell 14B/15B
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Project: Winstar Pond
Location: Thackerville, Oklahoma
Material: 60 mil HDPE & Geotextile
Size/Layer 107,000 sf
Application: Wastewater Treatment
Contact: Richard Wyatt
Phone: 580-272-7564

Project: SKB Cloquet 5A and 6A
Location: Cloquet, MN
Material: 60 mil HDPE/HDT, GCL
Size/Layer 140,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: OPD Pond
Location: Mt. Belvieu, Texas
Material: 40 mil HDT, geonet
Size/Layer 42,000 sf
Application: Retention Pond
Contact: Joshua Nemeth
Phone: 281-371-5984

Project: Blossom Prairie Cell I-3A
Location: Blossom, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Ryan Kuntz
Phone: 817-571-2288

Project: NTMWD 121 RDF
Location: Melissa, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 600,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Lone Star Lining Company
Partial Experience Resume

Project: Williamson County Cell 3A - 3B
Location: Hutto, Texas
Material: 60 mil HDPE,HDT, geocomposite
Size/Layer 510,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Pecos Pond
Location: Road Jai, NM
Material: Geotextile, 40 and 60 mil HDPE, Geonet
Size/Layer 590,000 sf
Application: Frac Pond
Contact: Robert Gardner
Phone: 601-671-1025

Project: Pink Hills Acres
Location: Blue Springs, Missouri
Material: 60 mil HDT, Geotextile
Size/Layer 170,000 sf
Application: Demolition Landfill
Contact: Matt Bowen
Phone: 816-918-4445

Project: Prairie Valley Cell 4
Location: Cuba, Missouri
Material: 60 mil HDPE, Geotextile
Size/Layer 152,000 sf
Application: Sanitary Landfill
Contact: Jim Dallas
Phone: 573-395-4354

Project: Butler County Landfill Cells 15A and 17A
Location: David City, Nebraska
Material: GCL, 60 mil HDPE/HDT
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Kelly Danielson
Phone: 402-367-4669

Project: Champ Landfill Cell 1I-3B
Location: Maryland Heights, Missouri
Material: 60 mil HDT, Geotextile
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Durham Regional Landfill Cell 4
Location: Florence, Arizona
Material: GCL, 60 mil HDT, Geocomposite
Size/Layer 480,000 sf
Application: Sanitary Landfill
Contact: Mark Adams
Phone: 303-867-5505

Project: Fountain Landfill Cell M
Location: Fountain, Colorado
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 225,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Project: Front Range Landfill Cell 13
Location: Erie, Colorado
Material: 60 mil HDPE, Geocomposite
Size/Layer 680,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Project: SKB Cell 3-F
Location: Rosemount, Minnesota
Material: GCL, 80 mil HDT, Geocomposite
Size/Layer 215,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: SKB Cell 3-E
Location: Rosemount, Minnesota
Material: GCL, 80 mil HDT, Geocomposite
Size/Layer 315,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: SKB Lansing Phase 4
Location: Austin, Minnesota
Material: GCL, 60 mil HDPE, Geocomposite
Size/Layer 150,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Lone Star Lining Company
Partial Experience Resume

Project: Timber Ridge Cell 7A
Location: Richwoods, Missouri
Material: 60 mil HDPE, Geotextile, Rain Cover
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Western Plains Regional Area 6A
Location: Garden City, Kansas
Material: 60 mil HDPE, Geocomposite
Size/Layer 145,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Austin Community Landfill WD-13N
Location: Austin, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 750,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Baytown Landfill Sector 6 Cells 4 and 5
Location: Baytown, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 130,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Mesquite Creek Landfill Unit 2 Phase IVN
Location: New Braunfels, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 365,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Newton Complex Cell 1-16W
Location: Deweyville, Texas 77614
Material: 60 mil HDPE, Geocomposite
Size/Layer 130,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Orchard Ridge Landfill Cap
Location: Menomomee Falls, Wisconsin
Material: 40 mil LLT, Geocomposite
Size/Layer 915,000 sf
Application: Landfill Cap
Contact: Steve Myer
Phone: 414-788-4485

Project: Skyline Landfill Cell 14B/15B
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Project: Martin Lake PDP #4 Closure
Location: Tatum, Texas
Material: 40 mil LLT
Size/Layer 148,000 sf
Application: Closure
Contact: Bill Morgan
Phone: 254-939-8610

Project: Williamson County Cell 3A
Location: Hutto, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 510,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: DFW Landfill Cell D1C2
Location: Lewisville, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 425,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Austin Community Landfill Piggyback
Location: Austin, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 265,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Lone Star Lining Company
Partial Experience Resume

Project: Edinburg Unit 6, Cell 5B
Location: Edinburg, Texas
Material: GCL, 60 mil HDPE/HDT, geocomposite
Size/Layer 355,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: EPCO Pond 5
Location: Mont Belvieu, Texas
Material: geotextile, 60 mil HD conductive, geonet
Size/Layer 1,400,000 sf
Application: Brine Pond
Contact: Tim Newton-Pender
Phone: 713-734-3090

Project: Kingston WWTP
Location: Kingston, Oklahoma
Material: 60 mil HDT, geotextile
Size/Layer 636,000 sf
Application: Waste Water Treatment
Contact: Tom Pelton
Phone: 580-221-4288

Project: Twin Oaks Sector 2B-1
Location: Anderson, Texas
Material: 60 mil/HDT, geocomposite
Size/Layer 450,000 sf
Application: Sanitary Landfill
Contact: Samantha Best
Phone: 979-764-3878

Project: Camino Real Cell 10B-2
Location: El Paso, Texas
Material: 60 mil HDPE/HDT, GCL
Size/Layer 216,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Fountain Landfill Cell L
Location: Fountain, Colorado
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Ken Manzo
Phone: 719-491-7944

Project: Mesquite Creek Landfill Unit 2 Phase IVS
Location: New Braunfels, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 437,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Blossom Prairie Cell !-2D
Location: Paris, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 152,000 sf
Application: Sanitary Landfill
Contact: Josh Bray
Phone: 903-517-6268

Project: Sandow A-1 Phase 3
Location: Rockdale, Texas
Material: 40 mil LLT, geocomposite
Size/Layer 300,000 sf
Application: Coal Ash Cap
Contact: Eddie Noak
Phone: 512-446-7011

Project: EPCO Pond 6
Location: Mont Belvieu, Texas
Material: geotextile, 60 mil HD conductive, geonet
Size/Layer 1,400,000 sf
Application: Brine Pond
Contact: Tim Newton-Pender
Phone: 713-734-3090

Project: Champ Landfill Cell 1H
Location: Maryland Heights, Missouri
Material: 60 mil HDT, geotextile
Size/Layer 129,000 sf
Application: Sanitarty Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Osage Landfill Sector 2C
Location: Barltesville, Oklahoma
Material: 60 mil HDPE, geotextile
Size/Layer 140,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Lone Star Lining Company
Partial Experience Resume

Project: G & P Landfill Cell 10 B
Location: Milford, Nebraska
Material: 60 mil HDPE, GCL, geotextile
Size/Layer 108,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Red Carpet Landfill
Location: Meno, Oklahoma
Material: 60 mil HDPE/HDT, geotextile
Size/Layer 175,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Southside Landfill Cell F
Location: Pueblo, Colorado
Material: 60 mil HDPE, geocomposite
Size/Layer 272,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Atascocita Cells 5 and 6S
Location: Humble, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 600,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: New Boston Area 4 Final Cover
Location: New Boston, Texas
Material: 50 mil HDPE Drain Liner, geotextile
Size/Layer 450,000 sf
Application: Landfill Cap
Contact: Guy Campbell
Phone: 405-417-8124

Project: City of Beaumont Cell 2
Location: Beaumont, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 338,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Plumb Thicket Module 9
Location: Harper, Kansas
Material: 60 mil HDPE/HDT, GCL, geotextile
Size/Layer 323,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: SKB Cell 3E and 4G
Location: Rosemount, Minnesota
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 106,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Williams Pond 5
Location: McPherson, Kansas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 280,000 sf
Application: Brine Pond
Contact: Jim Rose
Phone: 432-203-8665

Project: Atascocita Cells 6N and 7
Location: Humble, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 488,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Skyline Landfill Cell 14A
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 302,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Project: Fort Hood Area 4, Cell 4
Location: Fort Hood, Texas
Material: 60 mil HDPE/HDT, GCL, geocomposite
Size/Layer 430,000 sf
Application: Sanitary Landfill
Contact: John Barnett
Phone: 800-554-6790

Lone Star Lining Company
Partial Experience Resume

Project: City of End Cells 9A9B10A10B
Location: Enid, Oklahoma
Material: 60 mil HDPE/HDT, geotextile
Size/Layer 155,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Luminant AX Landfill Cell 2A
Location: Rockdale, Texas
Material: 30 mil Gundseal
Size/Layer 3,750,000 sf
Application: Coal Ash Cell
Contact: Eddie Noak
Phone: 512-446-7011

Project: Chevron Sweetwater
Location: Sweetwater, Texas
Material: 40 mil LLDPE, geotextile
Size/Layer 110,000 sf
Application: Decon Pads
Contact: Mitch Blanchard
Phone: 225-773-9631

Project: U. S. Ecology Cells 50-4 and 50-5
Location: Robstown, Texas
Material: 60 mil HDPE/HDT, geonet, composite
Size/Layer 392,000 sf
Application: Landfill
Contact: Eddie Noak
Phone: 512-446-7011

Project: Front Range Landfill Cell 12
Location: Erie, Colorado
Material: 60 mil HDPE, geocomposite
Size/Layer 680,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Osage Landfill Sector 1B-2B
Location: Bartlesville, Oklahoma
Material: 60 mil HDPE/HDT, geotextile
Size/Layer 190,000 sf
Application: Sanitary Landfill
Contact: Chris Friis
Phone: 918-914-2258

Project: New Franklin WTP
Location: New Franklin, Missouri
Material: 80 mil HDT
Size/Layer 38,0000 sf
Application: Sedimentation Basins
Contact: Scott Schieber
Phone: 573-657-7380

Project: Red Gate Liner
Location: Edinburg, Texas
Material: 40 mil PVC
Size/Layer 40,000 sf
Application: Evaporation Pond
Contact: Scott Bennett
Phone: 956-535-3301

Project: Luminant Sandow A1, Phase 2 Closure
Location: Rockdale, Texas
Material: 40 mil LLT, GCL, geocomposite
Size/Layer 670,000 sf
Application: Coal Ash Closure
Contact: Eddie Noak
Phone: 512-446-7011

Project: Camino Real Cell 10B
Location: El Paso, Texas
Material: 60 mil HDPE/HDT, GCL
Size/Layer 216,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Lansing Phase 3
Location: Lansing, Minnesota
Material: 60 mil HDPE/HDT, GCL, geocomposite
Size/Layer 165,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: SKB Cell 4F
Location: Rosemount, Minnesota
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 145,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Lone Star Lining Company
Partial Experience Resume

Project: Seabreeze Landfill Cell 10
Location: Angleton, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 315,000 sf
Application: Sanitary Landfill
Contact: Dave Matthews
Phone: 979-848-1157

Project: Williams Pond 6
Location: McPherson, Kansas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 275,000 sf
Application: Brine Pond
Contact: Jim Rose
Phone: 432-203-8665

Project: Austin Community Landfill Cell WD-12B
Location: Austin, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 178,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Deffenbaugh Phase 1M, Stage C
Location: Shawnee, Kansas
Material: 60 mil HDT, GCL, geotextile
Size/Layer 465,000 sf
Application: Sanitary Landfill
Contact: Darryl Basham
Phone: 913-238-2531

Project: Lacy Lakeview Cell 3-5
Location: Waco, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 291,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Security Landfill Phase V, Cell 4
Location: Cleveland, Texas
Material: 60 mil HDPE/HDT, GCL, geocomposite
Size/Layer 389,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Southside Landfill Cell E
Location: Pueblo, Colorado
Material: 60 mil HDPE, geocomposite
Size/Layer 90,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Williams Pond 1
Location: McPherson, Kansas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 175,000 sf
Application: Brine Pond
Contact: Jim Rose
Phone: 432-203-8665

Project: Atascocita Phase 5 Cell 4
Location: Humble, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 455,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Austin Community Landfill Cell WD-12A
Location: Austin, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 277,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Newton County Cell I-13
Location: Deweyville, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 198,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Skyline Landfill Cell 13C
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 203,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Lone Star Lining Company
Partial Experience Resume

Project: Aleris Recycling
Location: Sapulpa, Oklahoma
Material: 40 mil LLT, geocomposite, geotextile
Size/Layer 73,000 sf
Application: Cover
Contact: Turguy Ertugrul
Phone: 918-665-6575

Project: Luminant AX Landfill Cell 2
Location: Rockdale, Texas
Material: 30 mil Gundeal
Size/Layer 1,400,000 sf
Application: Coal Ash Cell
Contact: Eddie Noak
Phone: 512-446-7011

Project: Feagins Recycle Pit
Location: Kingfisher County, Oklahoma
Material: 60 mil HDPE, geonet
Size/Layer 660,000 sf
Application: Pond
Contact: Jeff Tabor
Phone: 918-223-6014

Project: Jefferson City Landfill Cell 1
Location: Jefferson City, Missouri
Material: 60 mil HDPE, geocomposite
Size/Layer 150,000 sf
Application: Sanitary Landfill
Contact: Jim Dallas
Phone: 573-395-4354

Project: Winstar Pond #2
Location: Thackerville, Oklahoma
Material: 60 mil HDT
Size/Layer 120,000 sf
Application: Irrigation Pond
Contact: Greg Korneta
Phone: 815-341-5131

Project: Covel Gardens Phase IX North
Location: San Antonio, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 718,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Blossom Prairie Cell !-2B
Location: Paris, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 145,000 sf
Application: Sanitary Landfill
Contact: Josh Bray
Phone: 903-517-6268

Project: Cefe Valenzuela Landfill Sectors 1B & 1C
Location: Corpus Christi, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 855,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Haviland WTP
Location: Haviland, Kansas
Material: 60 mil HDPE/HDT, geonet
Size/Layer 42,000 sf
Application: WTP
Contact: Jeff Shaw
Phone: 620-662-6726

Project: Luminant Oak Grove FGD-C Pond
Location: Franklin, texas
Material: 60 mil HDT
Size/Layer 751,000 sf
Application: Pond
Contact: Eddie Noak
Phone: 512-446-7011

Project: Prairie Valley Landfill Phase 3
Location: Cuba, Missouri
Material: 60 mil HDT, geotextile
Size/Layer 202,000 sf
Application: Sanitary Landfill
Contact: Jim Dallas
Phone: 573-395-4354

Project: Skyline Landfill Cell 13A
Location: Ferris, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 449,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Lone Star Lining Company
Partial Experience Resume

Project: Skyline Landfill Cell 12B and 13B
Location: Ferris, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 209,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Project: Wireway Addition
Location: Dallas, Texas
Material: 60 mil HDPE, geotextile
Size/Layer 14,000 sf
Application: Methane Barrier
Contact: Robert Haddox
Phone: 936-494-2001

Project: Turkey Creek Cell 6A
Location: Alvarado, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 400,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: Turkey Creek Cell 7A
Location: Alvarado, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 260,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: CSC Landfill Phase I Closure
Location: Avalon, Texas
Material: 40 mil LLT, geocomposite, geotextile
Size/Layer 584,000 sf
Application: Landfill Cap
Contact: Gregg Adams
Phone: 817-563-1144

Project: Dyess AFB Soccer Base
Location: Abilene, Texas
Material: 12 mil Reinforced polyethylene
Size/Layer 63,000 sf
Application: Athletic Field Liner
Contact: Gregg Williams
Phone: 281-856-9255

Project: Muskogee Landfill Cell 11A
Location: Muskogee, Oklahoma
Material: 60 mil HDPE/HDT, geotextile
Size/Layer 172,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: CSC Repair Phase IIIA
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: CSC Landfill Phase III, Cell 3B
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 270,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: Ferrell Gas Brine Pond #3
Location: Hurchinson, Kansas
Material: 40 & 60 mil HDPE/HDT, geonet
Size/Layer 400,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: CSC Landfill Phase III, Cell 12B
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 187,308 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: Rock Prairie Landfill
Location: College Station, Texas
Material: geocomposite
Size/Layer 40,000 sf
Application: Underdrain
Contact: Pat Kamesch
Phone: 972-337-7371

Lone Star Lining Company
Partial Experience Resume

Project: Williams Energy Pond #7 Re-line
Location: McPherson, Kansas
Material: 40 & 60 mil HDPE/HDT, geonet
Size/Layer 250,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Fort Worth SE
Location: Fort Worth, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 440,682 sf
Application: Sanitary Landfill
Contact: Gordon Spradley
Phone: 281-848-3706

Project: Williams Field Services
Location: Ignacio, Colorado
Material: 60 mil HDPE
Size/Layer 180,000 sf
Application: Brine Pond Rehab
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Clinton County Landfill
Location: Frankfort, Indiana
Material: 30 mil PVC, geotextile
Size/Layer 198,000 sf
Application: Sanitary Landfill
Contact: Derek Mauntel
Phone: 219-661-3101

Project: CSC Landfill Phase III, Cell 3A
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 135,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: CSC Landfill Phase III Remediation
Location: Avalon, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 40,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: Blue Ridge Landfill
Location: Fresno, Texas
Material: 60 mil HDPE
Size/Layer 15,000 sf
Application: Rain Flap
Contact: Pat Kamesch
Phone: 972-337-7371

Project: Greenridge Landfill
Location: Wheeling, West Virginia
Material: 40 mil LLT, geocomposite
Size/Layer 138,000 sf
Application: Landfill Closure
Contact: Brian Card
Phone: 803-802-6713

Project: Grant County Feeders
Location: Ulysses, Kansas
Material: 40 mil HDPE
Size/Layer 280,000 sf
Application: Stormwater Pond
Contact: Dennis Wood
Phone: 620-356-4466

Project: Trinity Oaks Landfill Closure
Location: Mesquite, Texas
Material: GCL
Size/Layer 2,962,000 sf
Application: Landfill Closure
Contact: Gordon Spradley
Phone: 281-848-3706

Project: Camelot Cell 5A
Location: Lewisville, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 400,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: ECD Cell 4B
Location: Ennis, Texas
Material: 60 mil HDPE, geocomposite
Size/Layer 220,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Lone Star Lining Company
Partial Experience Resume

Project: Legends at Lake LBJ
Location: Kingsland, Texas
Material: 40 mil HDT
Size/Layer 240,000 sf
Application: Golf Course Pond
Contact: Nick Tomlin
Phone: 432-688-8100

Project: Big River Landfill
Location: Greenville, Mississippi
Material: 12 mil B/W
Size/Layer 120,000 sf
Application: Rain Cover
Contact: Charlie Hickman
Phone: 318-428-9316

Project: Itasca Landfill Phase 2A
Location: Itasca, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 210,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: Cactus Waste Cell 1B
Location: Florence, Arizona
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 240,000 sf
Application: Sanitary Landfill
Contact: Shawn McCash
Phone: 561-237-3414

Project: Rumpke Phase IIB
Location: Cincinnati, Ohio
Material: 60 HDT, geotextile
Size/Layer 1,621,000 sf
Application: Sanitary Landfill
Contact: John Hattersley
Phone: 513-851-0122

Project: Itasca Landfill Cells 6/7
Location: Itasca, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 180,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: Cactus Waste Pond
Location: Florence, Arizona
Material: 40 mil HDPE
Size/Layer 40,000 sf
Application: Retention Pond
Contact: Shawn McCash
Phone: 561-237-3414

Project: Abilene Southside WTP
Location: Abilene, Texas
Material: 60 mil HDT
Size/Layer 72,000 sf
Application: Slope Protection
Contact: Kyle Doby
Phone: 325-695-6283

Project: Turkey Creek Cell 7B/8A
Location: Alvarado, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 440,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: Granger Waste Cell 9-05
Location: Lansing, Michigan
Material: 60 mil HDPE/HDT, GCL, geotextile
Size/Layer 575,000 sf
Application: Sanitary Landfill
Contact: Rick French
Phone: 517-372-2800

Project: Lemmons Landfill
Location: Dexter, Missouri
Material: 30 mil PVC
Size/Layer 80,000 sf
Application: Sanitary Landfill
Contact: Pat Kamesch
Phone: 972-337-7371

Project: Fort Worth Southeast
Location: Kennedale, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 600,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Lone Star Lining Company
Partial Experience Resume

Project: County Line Landfill
Location: Argos, Indiana
Material: Woven geotextile
Size/Layer 457,380 sf
Application: Compost Pile
Contact: Terry Zona
Phone: 219-394-2808

Project: Broken Bow Landfill
Location: Broken Bow, Oklahoma
Material: 60 mil HDPE, geonet, geotextile
Size/Layer 109,000 sf
Application: Sanitary Landfill
Contact: Frtiz Easterberg
Phone: 660-656-9506

Project: CSC Cell 11
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 498,000 sf
Application: Sanitary Landfill
Contact: Dennis Delasandri
Phone: 972-627-3461

Project: Cherokee Nation Landfill
Location: Stillwell, Oklahoma
Material: 60 mil HDT
Size/Layer 296,000 sf
Application: Sanitary Landfill
Contact: Gavin James
Phone: 918-665-6575

Project: Williams Field Services
Location: Ignacio, Colorado
Material: 60 mil HDPE
Size/Layer 190,000 sf
Application: Brine Pond Rehab
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Deffenbaugh Phase 5 Pond
Location: Shawnee, Kansas
Material: 60 mil HDPE/HDT
Size/Layer 154,000 sf
Application: Sedimentation Pond
Contact: Darryl Basham
Phone: 913-667-8764

Project: Greenwood Farms
Location: Tyler, Texas
Material: 60 mil HDPE, geocomposite
Size/Layer 183,000 sf
Application: Sanitary Landfill
Contact: Pat Kamesch
Phone: 972-337-7371

Project: Pirkey Power Plant
Location: Hallsville, Texas
Material: 30 mil PVC, GCL, 60 mil HDT, geotextile
Size/Layer 1,100,000 sf
Application: Ash landfill
Contact: Bill Morgan
Phone: 254-939-8610

Project: Pink Hill Acres Landfill
Location: Blue Springs, Missouri
Material: 60 mil HDT, geocomposite, geotextile
Size/Layer 215,000 sf
Application: Sanitary Landfill
Contact: Jamie Kidwell
Phone: 816-537-7677

Project: Turkey Creek Cell 8B
Location: Alvarado, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 130,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: Williams Energy Pond E Re-line
Location: McPherson, Kansas
Material: 40 & 60 mil HDPE/HDT, geonet
Size/Layer 430,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Williams Field Services
Location: Ignacio, Colorado
Material: 60 mil HDPE
Size/Layer 25,000 sf
Application: Overflow Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Lone Star Lining Company
Partial Experience Resume

Project: Sooner Landfill
Location: Wewoka, Oklahoma
Material: 60 mil HDPE, geotextile
Size/Layer 195,000 sf
Application: Sanitary Landfill
Contact: Fritz Easterberg
Phone: 660-656-9506

Project: Rock Prairie Road Landfill
Location: College Station. Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 504,000 sf
Application: Sanitary Landfill
Contact: Samantha Best
Phone: 979-764-3832

Project: Medina Pond
Location: Medina, Texas
Material: 30 mil PE/ 60 mil HDT
Size/Layer 23,000 sf
Application: Fish Pond
Contact: Norman Marshall
Phone: 830-426-9985

Project: Flint Hills Resources
Location: Waco, Texas
Material: GCL
Size/Layer 28,000 sf
Application: Fuel Tank Secondary Containment
Contact: Scott Barnett
Phone: 254-666-7117

Project: Show Me Landfill
Location: Warrensburg, Missouri
Material: 60 HDT, geotextile
Size/Layer 180,000 sf
Application: Landfill Cell
Contact: Brad Zimmerman
Phone: 573-634-3307

Project: Courtney Ridge Landfill
Location: Sugar Creek, Missouri
Material: 60 HDPE, GCL, Geocomposite
Size/Layer 360,000 sf
Application: Landfill Cell
Contact: Brad Zimmerman
Phone: 573-634-3307

Project: Cactus Waste 1C
Location: Florence, Arizona
Material: 60 mil HDT, GCL, Geotextile
Size/Layer 371,000 sf
Application: Sanitary Landfill
Contact: Shawn McCash
Phone: 561-237-3414

Project: San Angelo Landfill
Location: San Angelo, Texas
Material: GCL, 60 mil HDPE/HDT, Geocomposite
Size/Layer 323,000 sf
Application: Sanitary Landfill
Contact: Chad Davis
Phone: 325-655-6869

Project: El Paso Energy
Location: Falfurrias, Texas
Material: 40 mil HDPE
Size/Layer 106,000 sf
Application: Evaporation Pond
Contact: Lisa Montemayor
Phone: 713-423-7300

Project: Texas 4-H Center Tank
Location: Brownwood, Texas
Material: 60 mil HDPE
Size/Layer 1,300 sf
Application: Non-Potable Tank Re-lining
Contact: Richard Kirschenmann
Phone: 512-797-4986

Project: Backridge Landfill
Location: La Grange, Missouri
Material: 60 HDPE, Geotextile
Size/Layer 116,000 sf
Application: Landfill Cell
Contact: Brad Zimmerman
Phone: 573-634-3307

Project: Alderson Landfill
Location: Alderson, Oklahoma
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 120,000 sf
Application: Landfill Cell
Contact: LaShanda Hines
Phone: 405-606-8606

Lone Star Lining Company
Partial Experience Resume

Project: Camelot Landfill
Location: Lewisville, Texas
Material: 60 HDPE/HDT, Geocomposite
Size/Layer 300,000 sf
Application: Landfill Cell
Contact: Mark Meadows
Phone: 972-436-4217

Project: Lemons Landfill
Location: Dexter, MO
Material: 60 mil HDT, geotextile, PVC
Size/Layer 138,000 sf
Application: Landfill Cell
Contact: Allen Steinkamp
Phone: 314-739-1919

Project: Chevron-Philips Hoskins Mound
Location: Angleton, Texas
Material: Reinforced GCL
Size/Layer 175,000 sf
Application: Closure
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Lewisville Landfill
Location: Lewisville, Texas
Material: Geocomposite
Size/Layer 240,000 sf
Application: C + D Cell
Contact: Mark Meadows
Phone: 972-436-4217

Project: Con Agra Lagoon
Location: Huntsville, AR
Material: Bentomat CL
Size/Layer 45,000 sf
Application: Waste Water Lagoon
Contact: Carl Burris
Phone: 479-737-1026

Project: City of Lamesa Landfill
Location: Lamesa, Texas
Material: 60 mil HDPE/HDT, GCL, Geocomposite
Size/Layer 175,000 sf
Application: Landfill Cell
Contact: Mike Brackney
Phone: 817-281-4470

Project: Itasca Landfill
Location: Itasca, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 350,000 sf
Application: Landfill Cell
Contact: Jane Berry
Phone: 817-790-0311

Project: Mexia Landfill
Location: Mexia, Texas
Material: 60 HDPE/HDT, Geocomposite
Size/Layer 150,000 sf
Application: Landfill Cell
Contact: Burgess Stengl
Phone: 281-673-2048

Project: Itasca Landfill
Location: Itasca, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 660,000 sf
Application: Landfill Cell
Contact: Jane Berry
Phone: 817-790-0311

Project: Chevron Philips Clemens Terminal
Location: Clute, Texas
Material: 40 HDPE, 60 HDPE/HDT, Geonet
Size/Layer 430,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Enterprise Ponds - Seminole
Location: Seminole, Texas
Material: 40 mil HDPE/GEONET/60mil HDPE/HDT
Size/Layer 1,400,000 sf
Application: Brine Ponds
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Fort Bend Regional Landfill
Location: Needville, Texas
Material: 60 HDPE/HDT, GCL, Geocomposite
Size/Layer 540,000 sf
Application: Landfill Cell
Contact: John Carrington
Phone: 979-793-4430

Lone Star Lining Company
Partial Experience Resume

Project: Kinder Morgan Brine Pond
Location: Dayton, Texas
Material: 40 mil HDPE, 60 mil HDPE, Geonet
Size/Layer 51,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Mega Bingo WWTP
Location: Goldsby, OK
Material: 60 HDPE, Geotextile
Size/Layer 776,000 sf
Application: Wastewater Treatment Ponds
Contact: Perry Streebin
Phone: 405-364-0900

Project: Rumpke Landfill
Location: Cincinnati, OH
Material: Geotextile
Size/Layer 685,000 sf
Application: Cell Expansion
Contact: John Butler
Phone: 513-851-0122

Project: Sand Springs Landfill
Location: Sand Springs, OK
Material: 60 HDT, Geocomposite
Size/Layer 205,000 sf
Application: Landfill Cell
Contact: Fritz Easterberg
Phone: 660-656-9506

Project: Pendleton Landfill
Location: Butler, KY
Material: 60 HDT, GCL, Geocomposite
Size/Layer 224,000 sf
Application: Landfill Cell
Contact: Jim Hext
Phone: 513-851-0122

Project: Jack County Generation Facility
Location: Bridgeport, Texas
Material: 60 HDPE
Size/Layer 100,000 sf
Application: Cooling Pond
Contact: Joe Dan Collier
Phone: 325-573-3359

Project: Fort Hood Landfill
Location: Killeen, Texas
Material: 60 mil HDPE/HDT, GCL, Geocomposite
Size/Layer 130,000 sf
Application: Landfill Cell
Contact: John Barnett
Phone: 800-554-6790

Project: Modern Landfill
Location: Model City, NY
Material: 80 HDT, GCL, Geocomposite, Geotextile
Size/Layer 3,000,000 sf
Application: Landfill Cell
Contact: Jim Goehrig
Phone: 800-662-0012

Project: Beech Hollow Landfill
Location: Wellston, OH
Material: 60 HDT, Geotextile
Size/Layer 265,000 sf
Application: Cell Expansion
Contact: Jim Hext
Phone: 513-851-0122

Project: Roxanna Landfill
Location: Roxanna, IL
Material: 60 mil HDT
Size/Layer 211,000 sf
Application: Landfill Cell
Contact: Pat Kamesch
Phone: 972-337-7371

Project: Brown County Landfill
Location: Georgetown, OH
Material: 60 HDT, Geocomposite
Size/Layer 70,000 sf
Application: Cell Expansion
Contact: Jim Hext
Phone: 513-851-0122

Project: Fort Hood Landfill Cell 6
Location: Killeen, Texas
Material: 60 mil HDPE/HDT, GCL, Geocomposite
Size/Layer 110,000 sf
Application: Landfill Cell
Contact: John Barnett
Phone: 800-554-6790

Lone Star Lining Company
Partial Experience Resume

Project: Cactus Waste Cell 2A
Location: Florence, Arizona
Material: 60 mil HDT, GCL, Geotextile
Size/Layer 345,000 sf
Application: Sanitary Landfill
Contact: Shawn McCash
Phone: 561-237-3414

Project: Wasatch Valley Landfill
Location: North Skull Valley, Utah
Material: 60 mil HDPE/HDT, GCL, Composite
Size/Layer 580,000 sf
Application: Sanitary Landfill
Contact: Darin Olson
Phone: 435-888-4418

Project: Hoskins Mound Closure
Location: Angleton, Texas
Material: GCL
Size/Layer 205,000 sf
Application: Landfill Closure
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Fort Worth Southeast
Location: Kennedale, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 450,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 254-687-2511

Project: Deffenbaugh Phase VI
Location: Shawnee, Kansas
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 1,643,000 sf
Application: Sanitary Landfill
Contact: Darryl Basham
Phone: 913-667-8764

Project: Paul's Valley Landfill
Location: Paul's Valley, Oklahoma
Material: 60 mil HDPE, geotextile
Size/Layer 190,000 sf
Application: Sanitary Landfill
Contact: Fritz Easterberg
Phone: 660-656-9506

Project: Washington County Landfill
Location: St. George, Utah
Material: 60 mil HDT, GCL, Geotextile
Size/Layer 127,000 sf
Application: Sanitary Landfill
Contact: Darin Olson
Phone: 435-888-4418

Project: Enterprise - Adamana Facility
Location: Holbrook, Arizona
Material: 40 mil HDPE, 60 mil HDPE, geonet
Size/Layer 450,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Rio Grande Landfill
Location: Donna, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 228,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: Blue Ridge Landfill
Location: Fresno, Texas
Material: 60 mil HDPE
Size/Layer 585,000 sf
Application: Sanitary Landfill
Contact: Baron Tucker
Phone: 713-671-1538

Project: Lewisville Landfill
Location: Lewisville, Texas
Material: Geocomposite
Size/Layer 240,000 sf
Application: C + D Cell
Contact: Mark Meadows
Phone: 972-436-4217

Project: Quarry Landfill Cell 22
Location: Tulsa, Oklahoma
Material: 60 mil HDT, GCL, geotextile
Size/Layer 579,000 sf
Application: Sanitary Landfill
Contact: Peter Schultze
Phone: 918-437-7773

Lone Star Lining Company
Partial Experience Resume

Project: Quarry Landfill Cell 23
Location: Tulsa, Oklahoma
Material: 60 mil HDT, GCL, geotextile
Size/Layer 579,000 sf
Application: Sanitary Landfill
Contact: Peter Schultze
Phone: 918-437-7773

Project: Pleasant Oaks 12A/13A
Location: Mt. Pleasant, Texas
Material: 60 mil HDPE, geocomposite
Size/Layer 140,000 sf
Application: Sanitary Landfill
Contact: Burgess Stengl
Phone: 903-566-3642

Project: Plumb Thicket
Location: Harper, Kansas
Material: 60 mil HDPE
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Mark Adams
Phone: 303-708-8359

Project: Apache Junction Cells 7 and 8
Location: Apache Junction, Arizona
Material: 60 mil HDT, GCL
Size/Layer 336,000 sf
Application: Sanitary Landfill
Contact: Doug Sawyer
Phone: 602-908-0225

Project: Copper Mountain Landfill
Location: Wellton, Arizona
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 321,000 sf
Application: Sanitary Landfill
Contact: Mark Adams
Phone: 303-708-8359

Project: Tower Landfill
Location: Commerce City, Colorado
Material: Geocomposite
Size/Layer 126,000 sf
Application: Sanitary Landfill
Contact: Elizabeth Stengl
Phone: 303-371-5115

Project: Modern Landfill Northwest Overfill
Location: Model City, NY
Material: 80 HDT, GCL, Geocomposite, Geotextile
Size/Layer 600,000 sf
Application: Sanitary Landfill
Contact: Jim Goehrig
Phone: 800-662-0012

Project: Southern Plains Landfill
Location: Alex, Oklahoma
Material: 60 mil HDPE/HDT, GCL, geotextile
Size/Layer 380,000 sf
Application: Sanitary Landfill
Contact: Mark Adams
Phone: 303-708-8359

Project: City of Fredericksburg
Location: Fredericksburg, Texas
Material: 60 mil HDPE & HDT, GCL, geocomposite
Size/Layer 160,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Southwest Landfill Cell 6A
Location: Buckeye, Arizona
Material: 60 mil HDT, GCL
Size/Layer 390,000 sf
Application: Sanitary Landfill
Contact: Doug Sawyer
Phone: 602-908-0225

Project: Apache Junction Cells 3C and 7A
Location: Apache Junction, Arizona
Material: 60 mil HDT, GCL
Size/Layer 371,000 sf
Application: Sanitary Landfill
Contact: Doug Sawyer
Phone: 602-908-0225

Project: Foothills Landfill
Location: Golden, Colorado
Material: 60 mil HDT, geocomposite
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Elizabeth Stengl
Phone: 303-371-5115

Lone Star Lining Company
Partial Experience Resume

Project: Plumb Thicket Module 4
Location: Harper, Kansas
Material: 60 mil HDPE
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Mark Adams
Phone: 303-708-8359

Project: Itasca Landfill Phase 4
Location: Itasca, Texas
Material: 60 mil HDPE & HDT, geocomposite
Size/Layer 640,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 254-687-2511

Project: Sunset Farms Landfill
Location: Manor, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 440,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: Modern Landfill North Overfill
Location: Model City, NY
Material: 80 HDT, GCL, Geocomposite, Geotextile
Size/Layer 1,000,000 sf
Application: Sanitary Landfill
Contact: Jim Goehrig
Phone: 800-662-0012

Project: Wasatch Valley Landfill
Location: North Skull Valley, Utah
Material: 60 mil HDPE/HDT, GCL, Composite
Size/Layer 396,000 sf
Application: Sanitary Landfill
Contact: Darin Olson
Phone: 435-888-4418

Project: Southwest Regional Landfill
Location: Bukeye, Arizona
Material: 60 mil HDT, Geotextile
Size/Layer 375,000 sf
Application: Sanitary Landfill
Contact: Doug Sawyer
Phone: 602-908-0225

Project: Gulfwest Landfill Closure Phase I
Location: Anahuac, Texas
Material: 40 mil LLT, GCL, Geocomposite
Size/Layer 784,080 sf
Application: Landfill Closure
Contact: Scott Trebus
Phone: 713-671-1538

Project: Kerrville Landfill
Location: Kerrville, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 94,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: Tessman Road Landfill Cell IV-2
Location: San Antonio, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 566,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: Gulfwest Landfill Cap
Location: Anahuac, Texas
Material: 40 mil LLT, GCL, Geocomposite
Size/Layer 1,000,000 sf
Application: Landfill Cap
Contact: Scott Trebus
Phone: 281-673-2048

Project: Washington County Landfill
Location: St. George, Utah
Material: 60 mil HDT, GCL, Geotextile
Size/Layer 130,000 sf
Application: Sanitary Landfill
Contact: Darin Olson
Phone: 435-888-4418

Project: CSC Landfill Cell 4A
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 270,000 sf
Application: Sanitary Landfill
Contact: Dennis Delesandri
Phone: 800-256-9278

Lone Star Lining Company
Partial Experience Resume

Project: Sunset Farms Landfill Sector 22 & 23
Location: Manor, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 418,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: El Centro Landfill Cell 1B
Location: Robstown, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 212,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: Deffenbaugh Phase VIA
Location: Shawnee, Kansas
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 800,000 sf
Application: Landfill Cell
Contact: Darryl Basham
Phone: 913-667-8764

Project: Enterprise Pond #4
Location: Hurchinson, Kansas
Material: 40 & 60 mil HDPE/HDT,geonet
Size/Layer 400,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Enterprise - Petal
Location: Petal, MS
Material: 40 & 60 mil HDPE/HDT,geonet
Size/Layer 80,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Granger Waste Cell 11-08
Location: Lansing, Michigan
Material: 60 mil HDPE/HDT, GCL, geotextile
Size/Layer 445,000 sf
Application: Sanitary Landfill
Contact: Rick French
Phone: 517-372-2800

Project: Blue Ridge Landfill Sector 4A-5A
Location: Fresno, Texas
Material: 60 mil HDPE
Size/Layer 625,000 sf
Application: Landfill Cell
Contact: Scott Trebus
Phone: 281-673-2048

Project: Royal Oaks Cell 5A/6B
Location: Jacksonville. TX
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 225,000 sf
Application: Sanitary Landfill
Contact: Burgess Stengl
Phone: 903-566-3642

Project: Plainview Landfill Sector 2, Cell D
Location: Plainview, Texas
Material: 60 mil HDPE/HDT, GCL
Size/Layer 308,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Muskogee Landfill Cell 8
Location: Muskogee, Oklahoma
Material: 60 mil HDPE/HDT, Geotextile
Size/Layer 200,000 sf
Application: Sanitary Landfill
Contact: Peter Schultze
Phone: 918-437-7773

Project: Ruppe Road Ponds
Location: Pauls Valley, Oklahoma
Material: 60 mil HDPE
Size/Layer 198,000 sf
Application: Wastewater Treatment
Contact: Richard Wyatt
Phone: 580-272-7564

Project: Williamson County Cell 3D
Location: Hutto, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 388,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Lone Star Lining Company
Partial Experience Resume

Project: AEL Phase IVD/IVE/IVF North
Location: Sand Springs, OK
Material: 60 HDPE/HDT, Geotextile
Size/Layer 600,000 sf
Application: Sanitary Landfill Cell
Contact: Wade Miller
Phone: 405-269-3960

Project: Caddo Mills High School
Location: Caddo Mills, Texas
Material: 30 HDPE
Size/Layer 19,000 sf
Application: Waterproofing
Contact: Buddy Jackson
Phone: 817-461-8602

Project: Celina Middle School
Location: Celina, Texas
Material: 30 HDPE
Size/Layer 34,300 sf
Application: Waterproofing
Contact: Kerry Hall
Phone: 469-343-8763

Project: China Spring Elementary School
Location: China Spring, Texas
Material: 30 HDPE
Size/Layer 46,395 sf
Application: Waterproofing
Contact: Vinny Frainee
Phone: 469-476-6076

Project: Fort Hood Area 4 Cell 5
Location: Fort Hood, Texas
Material: 60 HDPE/HDT, GCL, Geocomposite
Size/Layer 100,000 sf
Application: Sanitary Landfill Cell
Contact: John Barnett
Phone: 254-535-4278

Project: La Gloria Underdrain
Location: Edinburg, Texas
Material: Geocomposite
Size/Layer 269,000 sf
Application: Underdrain
Contact: Keith Ruf
Phone: 815-671-9674

Project: Mary Mayfield Elementary
Location: Princeton, Texas
Material: 30 HDPE
Size/Layer 15,000 sf
Application: Waterproofing
Contact: Kerry Hall
Phone: 469-343-8763

Project: Northeastern Landfill Rain Flap
Location: Oologah, Oklahoma
Material: 12 mil Duraskrim, Wind Defender
Size/Layer 380,000 sf
Application: Temporary Cover
Contact: Bryan White
Phone: 918-352-8213

Project: Oak Grove FGD Pond A
Location: Franklin, Texas
Material: 60 HDT, GCL
Size/Layer 420,000 sf
Application: Coah Ash Pond
Contact: Eddie Noak
Phone: 512-760-7328

Project: Mattei Middle School
Location: Princeton, Texas
Material: 30 HDPE
Size/Layer 24,000 sf
Application: Waterproofing
Contact: Kerry Hall
Phone: 469-343-8763

Project: Butler Intermediate School
Location: Quinlan, Texas
Material: 30 HDPE
Size/Layer 9,000 sf
Application: Waterproofing
Contact: Sawyer Sams
Phone: 817-494-6670

Project: Stepan Pasadena Gemini Pond
Location: Pasadena, Texas
Material: 60 HDPE
Size/Layer 120,000 sf
Application: Retention Pond
Contact: Jim Rose
Phone: 432-559-4799

Lone Star Lining Company
Partial Experience Resume

Project: West Elementary School
Location: West, Texas
Material: 40 HDPE
Size/Layer 13,000 sf
Application: Waterproofing
Contact: Matt Farquhar
Phone: 254-855-9446

Project: Catarina Cell D7
Location: Catarina, Texas
Material: 60 HDT, Geocomposite
Size/Layer 190,000 sf
Application: Sanitary Landfill
Contact: Todd Watkins
Phone: 501-580-4235

Project: Fountain Landfill Cell P
Location: Fountain, Colorado
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 242,000 sf
Application: Sanitary Landfill
Contact: Dalton Ellis
Phone: 720-236-7359

Project: J Bar J Cell 12-13-14A
Location: Ogallala, Nebraska
Material: 30 PVC, GCL, Geotextile
Size/Layer 177,000 sf
Application: Saintary Landfill
Contact: Dalton Ellis
Phone: 720-236-7359

Project: LeFlore County Cell 21A
Location: Sidon, Mississippi
Material: 60 HDT, Geotextile
Size/Layer 160,000 sf
Application: Sanitary Landfill
Contact: Joe Vieceli
Phone: 832-442-2906

Project: Loess Hills Cell G North M
Location: Malvern, Iowa
Material: Underdrain, 60 mil HDT, geocomposite
Size/Layer 380,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Nobles County Phase VI South
Location: Rushmore, Minnesota
Material: 60 HDT, geocomposite
Size/Layer 165,000 sf
Application: Sanitary Landfill
Contact: Eric Joens
Phone: 507-360-5858

Project: Northeast Mississippi Landfill
Location: Walnut, Mississippi
Material: 60 HDT, Geocomposite, Geotextile
Size/Layer 324,000 sf
Application: Sanitary Landfill
Contact: Joe Vieceli
Phone: 832-442-2906

Project: Oklahoma Landfill Phase V, Sector 3
Location: Oklahoma City, Oklahoma
Material: GCL, 60 HDT, Geotextile
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: Seabreeze Landfill Cell 15
Location: Angleton, Texas
Material: 60 HDPE/HDT, Geocomposite, Underdrain
Size/Layer 540,000 sf
Application: Leachate Collection Pond
Contact: Matt Crockett
Phone: 832-442-2913

Project: SKB Cloquet Cell 7 West
Location: Cloquet, Minnesota
Material: 60 HDPE/HDT, GCL
Size/Layer 142,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: SKB Phase 6, Cell 2
Location: Rosemount, Minnesota
Material: GCL, 60 HDT/80 HDT, Geocomposite
Size/Layer 448,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Lone Star Lining Company
Partial Experience Resume

Project: Southern Plains Landfill Cell 11
Location: Alex, Oklahoma
Material: GCL, 60 HDPE/HDT, Geotextile
Size/Layer 145,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: Western Plains Regional Area 6C
Location: Garden City, Kansas
Material: 60 HDPE, Geocomposite, GCL
Size/Layer 230,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: Atascocita Phase 6, Cell 2
Location: Humble, Texas
Material: 60 HDPE/HDT, Geocomposite
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Big Lake Disposal Cell 2
Location: Big Lake, Texas
Material: 60 HDPE/HDT, GCL, Geocomposite, Geonet
Size/Layer 500,000 sf
Application: Industrial Landfill
Contact: Rodney Walter
Phone: 480-457-4705

Project: Covel Gardens Phase IX North
Location: San Antonio, Texas
Material: 60 HDPE/HDT, Geocomposite
Size/Layer 900,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Orla Phase 1 Cell 5
Location: Orla, Texas
Material: 60 HDPE/HDT, GCL, Geocomposite, Geonet
Size/Layer 420,000 sf
Application: Industrial Landfill
Contact: Rodney Walter
Phone: 480-457-4705

Project: Jefferson County Closure
Location: Pine Bluff, Arkansas
Material: 60 LDT/geocomposite
Size/Layer 506,000 sf
Application: Sanitary Landfill
Contact: David Conrad
Phone: 501-804-0806

Project: Muskogee Cell 12 and 13
Location: Muskogee, Oklahoma
Material: 60 HDT, Geotextile
Size/Layer 200,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: New Boston Cell 4A
Location: New Boston, Texas
Material: 60 HDT, Geocomposite
Size/Layer 170,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: New Boston Cell 4A Phase 2
Location: New Boston, Texas
Material: 60 HDT, Geocomposite
Size/Layer 105,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Quarry Landfill Cells 27A and 28A
Location: Tulsa, Oklahoma
Material: 443,000 sf
Size/Layer 60 HDT, GCL, Geotextile
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Security Landfill Phase V Cells 1N - 4N
Location: Cleveland, Texas
Material: 60 HDT, GCL, Geocomposite
Size/Layer 208,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Lone Star Lining Company
Partial Experience Resume

Project: Skyline Landfill Cell 17A - 18A
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 915,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: Two Pine Landfill Cell 8B
Location: North Little Rock, Arkansas
Material: 60 HDT, Geocomposite
Size/Layer 183,000 sf
Application: Sanitary Landfill
Contact: David Conrad
Phone: 501-804-0806

Project: Temple Landfill Overliner
Location: Temple, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 253,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2024

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
Higginbotham Insurance Agency, Inc.
1400 FM 528, Suite F
Webster TX 77598

CONTACT NAME: Sarah Sowinski
PHONE (A/C, No, Ext): 281-990-6051 **FAX (A/C, No):** 281-990-6052
E-MAIL ADDRESS: ssowinski@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Ins. Co.	13604
INSURER B : Clear Blue Insurance Company	28860
INSURER C : Service Lloyds Insurance Co.	43389
INSURER D : Markel American Insurance Company	28932
INSURER E :	
INSURER F :	

INSURED LONGH26
Longhorn Excavators, Inc.
Lex Equipment LP
1819 First Oaks Street, Suite 140
Richmond TX 77406

COVERAGES **CERTIFICATE NUMBER:** 1375011035 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Ded. $5,000 X Contr. Pollution GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			1000067884231	12/1/2023	12/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each Poll. Condition	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			AQ1YTX006840-01	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1000338007231	12/1/2023	12/1/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SLICWC0462602	12/1/2023	12/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Inland Marine Ded. $25,000			MKLM4IM0054010	12/1/2023	12/1/2024	Scheduled Equip. R/L Equip. Per Item R/L Equip. Per Occ	On File $750,000 $1,500,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and the General Liability, Automobile Liability and Workers' Compensation policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The Excess Liability policy is follow form over General Liability/Pollution Liability, Automobile Liability and Workers' Compensation.

Bid for Edinburg Regional Disposal Facility – Landfill Perimeter Drainage Improvements.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Where Required By Written Contract

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

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

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

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this Policy remain unchanged.

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Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where Required By Written Contract
Location And Description of Completed Operations: Where Required By Written Contract

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

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

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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Starr Surplus Lines Insurance Company

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.

B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:

1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.

2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.

3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/01/2023 AT 12:01 A.M. STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX006840-01 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators, Inc.

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO ADDITIONAL INSUREDS ADDED, AS REQUIRED BY WRITTEN CONTRACT, PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Q ADLIN-B 08 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/01/2023 AT 12:01 A.M., STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX006840-01 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators, Inc.

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Q WAIVER-B 08 14

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective Date: 12/01/2023 Policy No. SLICWC0462602 Endorsement No.

Policy Effective Date: 12/01/2023 to 12/01/2024 Premium $

Insured: Longhorn Excavators, Inc.

DBA:

Carrier Name / Code: Service Lloyds Insurance Company

WC 42 03 04 B

(Ed. 6-14)

Countersigned by _____

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

November 26, 2024

Company/Vendor Name:

Longhorn Excavators, Inc.

Printed Name and Title:

Joshua Holden - CEO

Authorized Signatory:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Joshua Holden, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Longhorn Excavators, Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title CEO

Subscribed and sworn to me this 26th day of November 20 24.

By:

Notary Public

Betty Lisa Hagood

BETTY LISA HAGOOD
Notary ID #129935622
My Commission Expires
August 27, 2026

My commission expires

August 27, 2026

ATTACHMENT VI

HOUSE BILL 89 VERIFICATION

I, Joshua Holden, the undersigned representative of

Longhorn Excavators, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

Josh Holden

SIGNATURE OF COMPANY REPRESENTATIVE:

Joshua Holden - CEO

TYPE/PRINT NAME AND TITLE:

November 26, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Joshua Holden, the undersigned representative of

Longhorn Excavators, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Joshua Holden - CEO

TYPE/PRINT NAME AND TITLE:

November 26, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Joshua Holden, the undersigned representative of

Longhorn Excavators, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Josh Holden

SIGNATURE OF COMPANY REPRESENTATIVE:

Joshua Holden - CEO

TYPE/PRINT NAME AND TITLE:

November 26, 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.**

Not Applicable

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City Secretary's Office** located at **415 W. University Drive, Edinburg, Texas 78539.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

1. Earthworks

   a. Relevant experience with projects of similar size and scope performed over the past five years. The comparable scope shall be at least a quarter of the size of the proposed project.

   b. At least two key personnel and their potential alternate with relevant experience with projects of similar size and scope employed by the Bidder.

   c. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

2. Geosynthetic Installation

   a. A minimum of one million square feet of geomembrane installation over the past five years.

   b. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

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3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Mobilization/Demobilization	LS	1	159,690.00	$159,690.00
002	Payment and Performance Bond	LS	1	42,963.90	$42,963.90
101	Project Dewatering/Stormwater Management	LS	1	45,690.00	$45,690.00
102	Temporary Erosion and Sedimentation Control	LS	1	57,960.00	$57,960.00
103	Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation	CY	4,700	4.80	$22,560.00
104	Excavation/Subgrade Preparation and hauling to the stockpile area	CY	694,000	2.43	$1,686,420.00
105	Structural Fill	CY	180,900	2.07	$374,463.00
106	Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile	SF	320,400	2.04	$653,616.00
107	Stormwater Ponds - 60 mil HDPE Textured Geomembrane	SF	916,500	0.63	$577,395.00
108	Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile	SF	916,500	0.30	$274,950.00
109	Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe	LF	70	48.00	$3,360.00
110	Anchor Trench	LF	5,550	9.00	$49,950.00
111	Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts	LF	360	228.00	$82,080.00
112	Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts	LF	240	350.00	$84,000.00
113	Seeding/Vegetation	AC	29	3,474.00	$100,746.00
114	Gas Interceptor Trench Modification	LF	370	145.53	$53,846.10
Total of All Unit Price Bid Items					$4,269,690.00

Alternate Bid Item

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
201	Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned	LS	1	270,690.00	$270,690.00

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Total of All Unit Price Bid Items	$ 4,540,380.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

The contractor shall provide all necessary materials, labor, full-time supervision (defined as the Contractor's Authorized Representative or Resident Representative unless otherwise approved in writing by the City of Edinburg Project Manager), and equipment to perform the services in accordance with the Construction Agreement, plans, and specifications herein or subsequently approved by the Owner. The Services include, but are not limited to, the following items:

Item 001 Mobilization/Demobilization

Mobilization of sufficient labor, equipment, and material to adequately advance the Work, and demobilization of said items, leaving the site in satisfactory condition. Includes and covers the furnishing of all materials, labor, tools, and equipment necessary for the assembling and setting up of the project, including the initial movement of personnel and equipment to the project site; application, fee payment and acquisition for all necessary permits; the establishment of the Contractor's shops, plants, storage areas, field office, temporary water, electrical, telephone, sanitary and other temporary facilities; establishment of a field office with utilities; and insurance, bonds, and other initial expenses required for the start of work, and demobilization of said items, followed by required site restoration.

Item 002 Payment and Performance Bond

Refer to Contract Forms section 00620 and 00610 for Payment Bond and Performance Bond.

Item 101 Project Dewatering / Stormwater Management

The contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project. Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface water infiltration.

Item 102 Temporary Erosion and Sedimentation Control

The contractor shall also be responsible for constructing and maintaining erosion and sediment controls. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. This requirement shall be in effect over the entire project. The contractor shall install a silt fence and other appropriate measures around the construction area to retain soil on disturbed land and keep sediments out of waterways and storm drains.

Item 103 Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation

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The contractor shall excavate, transport, and dispose of probable waste encountered from south of Pre-Subtitle D (Units 1-4) units during the construction of the drainage ditch. The Contractor shall backfill to achieve the design grade and elevation and prepare the subgrade of the drainage ditch. The location of the waste disposal area is shown in Figure 2 – Drainage Improvements Site Layout. A minimum of 2-ft of compacted clayey soil to be placed over any exposed waste.

Item 104 Excavation/Subgrade Preparation and hauling to the stockpile area

The contractor shall excavate and prepare subgrade for drainage ditch, stormwater ponds, and perimeter berm including placement, compaction, hauling, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Over-excavated sandy soil and clay soil shall be hauled to the location as shown in Figure 3 – Drainage Improvements Site Layout. Clay-rich soil shall be used for structural backfill. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 105 Structural fill

The Contractor shall place structural fill for drainage ditch, stormwater ponds, and perimeter berm to achieve the design grade and elevation; including excavation, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Excess clayey soil stockpiled during excavation shall be re-used during structural filling. Details are presented in Drawings. Density requirements is 95% compaction of standard proctor. Testing will be performed for horizontal lifts at one test for each 100 linear feet per each 12 inches of thickness; and parallel lifts at one test for each 8,000 sqft of surface area per lift (but no less than 3 density tests per 6 inch lift). Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 106 Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile

The contractor shall construct the Road on the top of the perimeter berm including supply of materials, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. The Road construction shall consist of Caliche material with underlying 10 oz. nonwoven needle-punched geotextile and Tensar Tx5 Triaxial Geogrid. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 107 Stormwater Ponds - 60 mil HDPE Textured Geomembrane

The contractor shall be responsible for the purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geomembrane shall be installed as per the approved permit Liner Quality Control Plan. Details in Figure 21 – Stormwater Ponds.

Item 108 Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile

The contractor shall be responsible for the purchase, supply, loading, unloading, installation, guarantee, warranty, stormwater/groundwater control, and maintenance. Details are presented in Drawings.

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Item 109 Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe

The contractor shall purchase, supply, supply, load, unload, and install one 24-inch HDPE Pipe to the grade and elevation shown in the design drawings. Details in Figure 21 – Stormwater Ponds and Figure 22 - Typical Details. HDPE pipe shall conform to ASTM D-248, Type III, Class C, Category 5, Grade P34 with a PPI rating of PE 3408.

Item 110 Anchor Trench

Including excavation of a trench, laying geomembrane and geotextile, backfill, compaction, hauling excess soil, stormwater/groundwater control, and surface water control. Details in Figure 21 – Stormwater Ponds and Figure 22 – Typical Details.

Item 111 Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 6 nos. – 36-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 4 – Grading Plan 1. Class III RCP pipe to be installed per TxDOT Item 464.

Item 112 Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 4 nos. – 48-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 7 – Grading Plan 4. Class III RCP pipe to be installed per TxDOT Item 464.

Item 113 Seeding/Vegetation

The contractor shall Seed/vegetate on the areas shown in the figure as well as on the disturbed areas during construction work. The contractor shall be responsible for the full growth of vegetation. Details in Figure 23 – Extent of Vegetation. Seeding per TxDOT Item 164.

Item 114 Gas Interceptor Trench Modification

The contractor shall purchase, load, unload, remove, and reinstall horizontal and vertical 3-inch PVC pipe at the location shown in the figures (See Figure 4 and Figure 5). It includes excavation, hauling, compacted backfill, and stormwater/groundwater control.

The first Gas Interceptor Trench is located approx. between stations 2+00 to 4+00. It lies on the drainage ditch as shown in Figure 4. The 3-inch PVC horizontal pipes shall be removed and re-installed to a depth of 4 feet below the drainage ditch. The 3-inch vertical PVC pipes shall be extended 3 feet above the drainage ditch surface. Details in Figure 22 - Typical Details.

The second Gas Interceptor Trench is located approx. between stations 7+00 to 8+00 as shown in Figure 4. The 3-inch vertical PVC pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

The third Gas Interceptor Trench is located approx. at station 16+50 as shown in Figure 5. The 3-inch PVC vertical pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

Item 201 Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned

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The contractor shall modify the elevations, relocate, or plug and abandon the gas probes, monitoring wells, and piezometers in accordance with the Landfill Perimeter Drainage Improvement drawings as summarized in the table below.

Relocated	Extended	Cut	Plugged and Abandoned
GP-25	MW-22	GP-126	PZ-131
GP-24	GP-35	MW-126	PZ-133
GPD-6	MW-3A	GP-125	
GP-44	MW-12	MW-125	
	GP-48	GP-124	
	GPD-4	MW-124	
	MWD-6	GP-123	
	GP-47	MW-123	
	GPD-5	GP-122	
	MW-18R	MW-122	
	GP-46		
	MWD-7		
	GP-45		
	MW-13		

Gas Probes to be relocated

Borings for monitoring probes will be performed by drillers registered in the State of Texas, drilled with a hollow-stem auger and sampled with a split-tube sampler, logged, and supervised by either a qualified professional geologist or a registered professional engineer. Installation details are provided in Part III, Attachment 6, Landfill Gas Management Plan. Replaced gas probes must be plugged and abandoned by drillers registered in the State of Texas.

Monitoring Wells and Gas Probes to be Extended

Monitoring wells and gas probes to be extended to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Cut

Monitoring wells and gas probes to be cut to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Plugged and Abandoned

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Monitoring wells and gas probes to be plugged and abandoned will be performed by drillers registered in the State of Texas.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.03 Bidder agrees that the Work will be substantially complete within **180** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** calendar days after the date when the Contract Times commence to run.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	October 29, 2024
2	November 14, 2024
3	November 15, 2024
4 and 5	November 20 and 22, 2024

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder 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. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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. Bidder 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 Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. 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.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. 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.

d. 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Longhorn Excavators, Inc.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: November 26, 2024
(typed or printed)

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

Attest: [signature]
(individual's signature)

Name: Eric Unsinn
(typed or printed)

Title: Secretary
(typed or printed)

Date: November 26, 2024
(typed or printed)

Address for giving notices:

1819 First Oaks Street, Suite 140, Richmond, TX 77406

Bidder's Contact:

Name: Lisa Hagood
(typed or printed)

Title: Administrative Manager
(typed or printed)

Phone: 281-937-9700

Email: Lisah@lexinc.com

Address:

1819 First Oaks Street, Suite 140, Richmond, TX 77406

Bidder's Contractor License No.: (if applicable) N/A

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LONGHORN EXCAVATORS
EST 1993

PHONE: 281.937.9700 FAX: 281.937.1207 ADDRESS: 1819 First Oaks St., Suite 140, Richmond, TX 77406

CORPORATE RESOLUTION

I, Eric Unsinn, Secretary of Longhorn Excavators, Inc., a corporation organized under the laws of the State of Texas do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said Corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and the by-laws of said Corporation on the 26th day of November 2024

RESOLVED that
Joshua Holden, CEO
Eric Unsinn – Vice President, Secretary

Be it further resolved, that notwithstanding any change to or termination of the foregoing authority by operation of law or otherwise, any originator of such agreements, contracts and bonds and any assignee thereof shall be fully protected and held harmless in relying and acting upon said authorization until they shall have received written notice from the Corporation of any such change or termination.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

In witness whereof, I have hereunto set my name as Secretary and affixed the seal of said Corporation, this 26th day of November 2024.

Eric Unsinn, Secretary
1819 First Oaks Street, Suite 140
Richmond, Texas 77406
Incorporated in the State of Texas

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Longhorn Excavators, Inc.		
Corporate Office			
Name:	Joshua Holden and Lisa Hagood	Phone number:	281-937-9700
Title:	CEO and Administrative Manager	Email address:	Lisah@lexinc.com
Business address of corporate office:	1819 First Oaks Street, Suite 140		
	Richmond, TX 77406		
Local Office			
Name:	same as above	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

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

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

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

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

Name:	Joshua Holden	Title:	CEO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No limit
Name:	John Parker	Title:	President
Authorized to sign contracts: ☐ Yes ☒ No		Limit of Authority:	$
Name:	Eric Unsinn	Title:	Secretary
Authorized to sign contracts: ☐ Yes ☒ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

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ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Eric Unsinn	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

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

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Longhorn	1.34			.74			.75		

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Barry Capers	
Business address:	2222 Greenhouse Rd, #2100 Houston, TX 77084	
Date of Business's most recent financial statement:	3/14/24	☒ Attached
Date of Business's most recent audited financial statement:	N/A	☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		1.44
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.47

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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:	Continental Casualty Company		
Surety is a corporation organized and existing under the laws of the state of:		Illinois	
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):	151 North Franklin Street Chicago, Illinois 60606		
Physical Address (principal place of business):	151 North Franklin Street Chicago, Illinois 60606		
Phone (main):	312-822-5000	Phone (claims):	312-822-7330

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)	
Starr Surplus Lines Insurance Company		Commercial Liability	
Clear Blue Insurance Company		Automobile Liability	
Service Lloyds Insurance Company		Workers Compensation	
Markel American Insurance Company		Inland Marine - Equipment Insurance	
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):	Higginbotham Insurance Agency, Inc. 1400 FM 528, Suite F, Webster TX 77598		
Physical Address (principal place of business):	same		
Phone (main):	281-990-6051	Phone (claims):	281-990-6051

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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:	100
Estimate of revenue for the current year:	$50,000,000
Estimate of revenue for the previous year:	$48,639,119

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

Years of experience with projects like the proposed project:				
As a general contractor:	31+	As a joint venturer:	31+	
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.

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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.

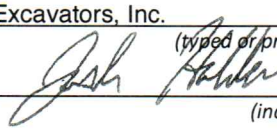
H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: Longhorn Excavators, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Joshua Holden
(typed or printed)

Title: CEO
(typed or printed)

Date: November 26, 2024
(date signed)

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

Attest: 
(individual's signature)

Name: Eric Unsinn
(typed or printed)

Title: Secretary
(typed or printed)

Address for giving notices:
1819 First Oaks Street, Suite 140, Richmond, TX 77406

Designated Representative:

Name: Lisa Hagood
(typed or printed)

Title: Administrative Manager
(typed or printed)

Address:
1819 First Oaks Street, Suite 140, Richmond, TX 77406

Phone: 281-937-9700

Email: lisah@lexinc.com

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Schedule A—Current Projects

Name of Organization	See attached qualification statement				
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					

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
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Schedule B—Previous Experience with Similar Projects

Name of Organization	See attached qualification statement			
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					

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Schedule B—Previous Experience with Similar Projects

Name of Organization	See attached qualification statement			
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					

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Schedule C—Key Individuals

Project Manager			
Name of individual		Eric Unsinn - see attached resumes	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		GregParker - see attached resume	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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

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LONGHORN EXCAVATORS, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED NOVEMBER 30, 2023 AND 2022

BARRY CAPERS

PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

C O N T E N T S

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STATEMENTS OF INCOME AND RETAINED EARNINGS 4

STATEMENTS OF CASH FLOWS 5

NOTES TO FINANCIAL STATEMENTS 6

BARRY CAPERS

PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

2222 Greenhouse Rd., #2100
Houston, Texas, 77084

(281) 242-2400
Fax: (281) 242-6717
https://www.barrycaperscpa.com

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Longhorn Excavators, Inc.
Richmond, Texas

We have reviewed the accompanying financial statements of Longhorn Excavators, Inc., which comprise the balance sheets as of November 30, 2023 and 2022, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Longhorn Excavators, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountants' Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Barry & Capers, P.C.

Barry & Capers

March 14, 2024

LONGHORN EXCAVATORS, INC.
BALANCE SHEETS
NOVEMBER 30, 2023 AND 2022

A S S E T S

	2023	2022
CURRENT ASSETS:		
Cash	$ 3,002,351	$ 2,643,377
Accounts receivable:		
Trade	6,979,183	7,402,228
Unbilled work	407,363	
Related party	1,400,000	
Employees	4,080	4,737
Employee retention credit	280,037	1,095,734
Miscellaneous	144,478	
	9,215,141	8,502,699
Contract assets:		
Accounts receivable - retainage	968,754	2,906,830
Prepaid expenses	124,087	6,550
Total current assets	13,310,333	14,059,456
PROPERTY AND EQUIPMENT:		
Automobiles and trucks	241,188	267,648
Machinery and equipment	98,821	98,821
	340,009	366,469
Less accumulated depreciation	132,928	124,604
	207,081	241,865
OTHER ASSETS:		
Deposit - federal income tax	65,181	200,721
Club memberships	24,500	24,500
	89,681	225,221
TOTAL	$ 13,607,095	$ 14,526,542

See independent accountants' review report

See notes to financial statements

L I A B I L I T I E S A N D S T O C K H O L D E R ' S E Q U I T Y

	2023	2022
CURRENT LIABILITIES:		
Line of credit	$ 1,100,000	
Current maturities of long-term debt	640,189	$ 648,090
Accounts payable:		
Trade	4,892,139	5,159,112
Miscellaneous	21,531	62,487
	4,913,670	5,221,599
Accrued expenses:		
Ad valorem taxes	4,740	1,337
Franchise tax	61,872	120,000
Labor payrolls, bonuses and payroll taxes	428,755	582,140
Equipment and other job costs	14,650	4,381
	510,017	707,858
Contract liabilities:		
Accounts payable - retainage	7,874	185,710
Billings in excess of cost and estimated earnings on contracts in progress	2,071,499	2,066,177
	2,079,373	2,251,887
Total current liabilities	9,243,249	8,829,434
LONG-TERM DEBT:		
Total	1,825,584	2,445,272
Less current maturities	640,189	648,090
	1,185,395	1,797,182
STOCKHOLDER'S EQUITY (DEFICIT):		
Common stock - par value, $1; authorized, 100,000 shares; issued 1,000 shares; outstanding 333 shares	1,000	1,000
Retained earnings	5,313,639	6,035,114
	5,314,639	6,036,114
Less treasury stock at cost (667 shares)	(2,136,188)	(2,136,188)
	3,178,451	3,899,926
TOTAL	$ 13,607,095	$ 14,526,542

LONGHORN EXCAVATORS, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED NOVEMBER 30, 2023 AND 2022

	2023	2022
CONSTRUCTION REVENUE	$ 48,639,119	$ 61,859,795
DIRECT COSTS	43,061,160	50,741,231
FIELD PROFIT	5,577,959	11,118,564
GENERAL AND ADMINISTRATIVE EXPENSES:		
Advertising	6,554	24,753
Automobile	170,184	260,215
Bad debt	500	478
Bank charges	11,655	6,438
Contract and leased labor	334,537	350,458
Depreciation		4,260
Dues and subscriptions	84,519	50,253
Insurance	656,223	470,725
Legal, accounting and other	446,651	417,189
Meals and entertainment	43,949	48,195
Office supplies	78,480	94,561
Postage, printing and developing	13,168	9,270
Rent	107,808	86,234
Salaries and wages	1,121,345	1,356,473
Sales and promotional	25,058	41,520
Taxes - other than income	332,553	362,029
Telephone and radio	30,778	52,327
Travel	52,651	40,753
Utilities	11,134	11,979
Miscellaneous	104,430	159,433
	3,632,177	3,847,543
OPERATING INCOME	1,945,782	7,271,021
OTHER INCOME (EXPENSE):		
Gain on disposal of property and equipment	19,603	79,918
Interest expense	(134,139)	(204,325)
Miscellaneous	(21,874)	33,154
	(136,410)	(91,253)
NET INCOME	1,809,372	7,179,768
RETAINED EARNINGS - BEGINNING OF YEAR	6,035,114	1,741,364
TOTAL	7,844,486	8,921,132
LESS DISTRIBUTIONS	2,530,847	2,886,018
RETAINED EARNINGS - END OF YEAR	$ 5,313,639	$ 6,035,114

See independent accountants' review report

See notes to financial statements

LONGHORN EXCAVATORS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED NOVEMBER 30, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 1,809,372	$ 7,179,768
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	83,249	52,634
Bad debt	500	478
Gain on disposal of property and equipment	(19,603)	(79,918)
Amortization of prepaid insurance	578,919	419,833
	2,452,437	7,572,795
Changes in operating assets and liabilities:		
Decrease (increase) in operating assets:		
Accounts receivable	(577,402)	(1,014,342)
Contract assets	1,938,076	(1,628,595)
Prepaid expenses	(243,954)	(187,078)
Increase (decrease) in operating liabilities:		
Accounts payable	(307,929)	399,462
Accrued expenses	(197,841)	390,186
Contract liabilities	(172,514)	1,260,995
	2,890,873	6,793,423
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from disposal of property and equipment		108,001
Purchase of property and equipment	(10,000)	(39,027)
	(10,000)	68,974
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from short-term debt	1,100,000	
Payments of short-term debt	(452,502)	(2,274,630)
Payments of long-term debt	(638,550)	(613,519)
Distributions paid	(2,530,847)	(2,886,018)
	(2,521,899)	(5,774,167)
INCREASE IN CASH	358,974	1,088,230
CASH - BEGINNING OF YEAR	2,643,377	1,555,147
CASH - END OF YEAR	$ 3,002,351	$ 2,643,377
SUPPLEMENTAL DISCLOSURES:		
Interest paid	$ 134,139	$ 204,325
Noncash investing and financing activities:		
Federal income tax deposit receivable (payable)	135,540	(61,452)
Direct financing of property and equipment purchases	70,698	172,776
Direct financing of insurance premiums	452,502	232,480
Value received on trades of property and equipment used to pay off existing debt	51,836	

See independent accountants' review report

See notes to financial statements

1. Nature of Business and Significant Accounting Policies

Nature of Operations

The Company's operations consist of excavation work for golf courses, landfills, drainage ditches, and levees.

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those amounts.

Fair Value Measurements

The carrying value of cash and cash equivalents, accounts receivable, contract assets, prepaid expenses, accounts payable, accrued expenses, and contract liabilities approximate fair value due to the short-term maturities of these assets and liabilities. The carrying amounts of the Company's line of credit and long-term debt approximate fair value based on borrowing rates currently available for debt of similar terms and maturities.

Balance Sheet Classifications

The Company includes amounts receivable and payable, such as retainage, under construction contracts which may extend beyond one year in current assets and current liabilities. A one-year time period is used as the basis for classifying all other current assets and current liabilities.

Cash and Cash Equivalents

Cash includes cash on hand, in checking accounts and all highly liquid investments with original maturities of three months or less, if any.

Contract Assets

The Company's contract assets include amounts due under contractual retention provisions, unamortized fulfillment costs, and costs and estimated earnings in excess of billings. Costs and estimated earnings in excess of billings also represent amounts earned and reimbursable under contracts, including customer affirmative claim recovery estimates, but have a conditional right for billing and payment such as achievement of milestones or completion of the project. With the exception of customer affirmative claims, generally, such unbilled amounts will become billable according to the contract terms and generally will be billed and collected over the next twelve months. Settlement with the customer of outstanding affirmative claims is dependent on the claims resolution process and could extend beyond one year. Based on the Company's historical experience, management generally considers the collection risk related to billable amounts to be low. When events or conditions indicate that it is probable that the amounts outstanding become unbillable, the transaction price and associated contract asset is reduced. Certain construction contracts include retention provisions to provide assurance to the Company's customers that the Company will perform in accordance with the contract terms and are not considered a financing benefit. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion and acceptance of the project work by the customer.

The following are the balances as of the respective year end balance sheet dates:

	2023	2022	2021
Contract assets	$ 968,754	$ 2,906,830	$ 1,278,235

1. Nature of Business and Significant Accounting Policies - Continued

Contract Liabilities

The Company's contract liabilities consist of provisions for losses, billings in excess of costs and estimated earnings, and unbilled subcontractor retainage. Provisions for losses are recognized in the statements of income and retained earnings at the uncompleted performance obligation level for the amount of total estimated losses in the period that evidence indicates that the estimated total cost of a performance obligation exceeds its estimated total revenue. Billings in excess of costs and estimated earnings are billings to customers on contracts in advance of work performed, including advance payments negotiated as a contract condition. Generally, unearned project-related costs will be earned over the next twelve months.

The following are the balances as of the respective year end balance sheet dates:

	2023	2022	2021
Contract liabilities	$ 2,079,373	$ 2,251,887	$ 990,892

Right of Use Assets and Leases

The Company now recognizes leases in accordance with ASC Topic 842, Leases, and subsequently issued additional related ASU's ("Topic 842"), which were adopted during the year ended November 30, 2023 using a modified retrospective transition approach. A lease contract conveys the right to use an underlying asset for a period of time in exchange for consideration. At inception, the Company determined whether a contract contains a lease by determining if there is an identified asset and if the contract conveys the right to control the use of the identified asset in exchange for consideration over a period of time. For leases with a lease term greater than one year, at lease commencement, the Company measures and records a lease liability equal to the present vale of the remaining lease payments, generally discounted using the borrowing rate on its secured debt. Management of the Company has determined there were no such leases present at November 30, 2023 (see Note 7).

Income, Revenue and Expense Recognition

Income and expenses are recognized using the accrual method of accounting with revenue from contracts with customers being recognized in accordance with FASB ASC Topic 606. Revenue from long-term construction performance obligations are recognized using the percentage of completion method. The percentage of completion is determined by the ratio of cost incurred to date to the estimated total cost to be incurred. Losses on performance obligations are provided for in their entirety when estimates indicate a loss will be incurred.

The Company's revenue is primarily derived from construction contracts that can span one month to a year or more. The Company applies ASC Topic 606, Revenue from Contracts with Customers and recognizes revenue in accordance with the standard and subsequently issued additional related ASUs. The core principle of the standard is that revenue will be recognized when promised goods or services are transferred to customers in an amount that reflects consideration for which entitlement is expected in exchange for those goods or services. Topic 606 provides for a five-step model for recognizing revenue from contracts with customers as follows:

1. Identify the contract
2. Identify the performance obligation(s)
3. Determine the transaction price
4. Allocate the transaction price
5. Recognize revenue

1. Nature of Business and Significant Accounting Policies - Continued

Income, Revenue and Expense Recognition - Continued

Generally, the Company's construction contracts contain one performance obligation, but occasionally may contain multiple distinct promises or multiple contracts within a master agreement, which is reviewed at contract inception to determine if they represent multiple performance obligations or multiple separate contracts. This review consists of determining if promises or groups of promises are distinct within the context of the contract, including whether contracts are physically contiguous, contain task orders, purchase or sales orders, termination clauses and/or elements not related to design and/or build.

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. The consideration promised in a contract with customers may include both fixed amounts and variable amounts (e.g. bonuses/incentives or penalties/liquidated damages) to the extent that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved (i.e. probable and estimable). When a contract has a single performance obligation, the entire transaction price is attributed to that performance obligation. When a contract has more than one performance obligation, the transaction price is allocated to each performance obligation based on estimated relative standalone selling prices of the goods or services at the inception of the contract, which typically is determined using cost plus an appropriate margin.

Subsequent to the inception of a construction contract, the transaction price could change for various reasons, including the executed or estimated amount of change orders and unresolved contract modifications and claims to or from owners. Changes that are accounted for as an adjustment to existing performance obligations are allocated on the same basis at contract inception. Otherwise, changes are accounted for as separate performance obligation(s) and the separate transaction price is allocated as discussed above. Changes are made to the transaction price from unapproved change orders to the extent the amount can be reasonably estimated and recovery is probable.

On certain projects the Company may have submitted and have pending unresolved contract modifications and affirmative claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers, subcontractors, vendors or others. The owners or their authorized representatives and/or other third parties may be in partial or full agreement with the modifications or affirmative claims, or may have rejected or disagree entirely or partially as to such entitlement. Changes are made to the transaction price from affirmative claims with customers to the extent that additional revenue on a claim settlement with a customer is probable and estimable. A reduction to costs related to affirmative claims with non-customers with whom the Company has a contractual arrangement (back charges) is recognized when the recovery is probable and estimable. Recognizing affirmative claims and back charge recoveries requires significant judgments of certain factors including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results, and the cost of resolving such matters.

Typically, performance obligations related to the Company's construction contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. Performance obligations satisfied over time totaled $48,639,119 and $61,859,795 for the years ended November 30, 2023 and 2022, respectively. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer by measuring the progress toward complete satisfaction of the performance obligation(s) using a cost to cost input method. Under the cost to cost input method, costs incurred to date are generally the best depiction of transfer of control.

1. Nature of Business and Significant Accounting Policies - Continued

Income, Revenue and Expense Recognition - Continued

All contract costs, including those associated with affirmative claims, change orders and back charges, are recorded as incurred and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs consist of direct costs on contracts, including labor and materials, amounts payable to subcontractors, direct overhead costs and equipment expense (primarily rental, depreciation, fuel, maintenance and repairs).

The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of the estimates of the forecasted revenue and cost to complete each project. Cost estimates for all significant projects use a detailed “bottom up” approach. There are a number of factors that can contribute to revisions in estimates of contract cost and profitability. The most significant of these include:

- changes in costs of labor and/or materials;
- subcontractor costs, availability and/or performance issues;
- extended overhead and other costs due to owner, weather and other delays;
- changes in productivity expectations;
- changes from original design on design-build projects;
- management's ability to fully and promptly recover on affirmative claims and back charges for additional contract costs;
- a change in the availability and proximity of equipment and materials;
- complexity in original design;
- length of time to complete the project;
- the availability and skill level of workers on the project;
- site conditions that differ from those assumed in the original bid;
- costs associated with scope changes; and
- the customer’s ability to properly administer the contract.

The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins may cause fluctuations in gross profit and gross profit margin from period to period. Significant changes in revenue and cost estimates, particularly in larger, more complex, multi-year projects have had, and can in future periods have, a significant effect on profitability.

All state and local government contracts and many of the Company's other contracts provide for termination of the contract at the convenience of the contracting party, with provisions for payment of work performed through the date of termination including demobilization cost.

Costs to obtain contracts (pre-bid costs) that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses in the statements of income and retained earnings. Although unusual, pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts receivable on the balance sheets when the Company is notified that they are not the low bidder with a corresponding reduction to general and administrative expenses on the statements of income and retained earnings.

If the duration of a contract is expected to be one year or more, expenses related to contract fulfillment costs (e.g. bond costs and mobilization of equipment and labor to a job site prior to substantive work beginning) are capitalized as incurred and amortized over the expected duration of the contract. If the duration of the contract is expected to be one year or less the fulfillment costs are expensed as incurred.

1. Nature of Business and Significant Accounting Policies - Continued

Property, Equipment, and Depreciation

Property and equipment are stated at cost. Maintenance and repairs are charged to operations as incurred. Depreciation is computed using the straight-line method over the following useful lives (see Note 12):

Automobiles and trucks	3 years
Machinery and equipment	5 years

Warranties

The Company records assurance type warranties as a cost of the performance obligation it relates to while service type warranties are reported as a separate performance obligation. Many of the Company's construction contracts contain assurance type warranty provisions covering defects in equipment, materials or workmanship that extend up to one year after the customer accepts the project or upon substantial completion. Because the Company has not experienced material warranty costs, management does not believe an accrual for these costs is necessary.

Surety Bonds

The Company is generally required to provide various types of surety bonds that provide an additional measure of security under certain public and private sector contracts. Performance bonds do not have stated expiration dates; rather, the Company is generally released from the bonds after the owner accepts the work performed under contract. The ability to maintain bonding capacity to support the Company's current and future level of contracting requires that the Company maintain cash and working capital balances satisfactory to its sureties.

Advertising

The Company expenses advertising costs as incurred.

Income Tax

The stockholder of the Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code, as amended. Under these provisions the taxable income and any credits of the Company are reported by the stockholder in his personal federal income tax return.

Additionally, no provision has been made for amounts which may be advanced or paid as distributions to the stockholder to assist in paying personal income tax on the Company's taxable income.

Variable Interest Entities

The Company applies an alternative standard issued by the Financial Accounting Standards Board regarding the application of Variable Interest Entities (VIE) guidance to private entities under common control which includes a provision that eliminates the requirement of the Company to apply VIE guidance to commonly controlled entities unless the Company has a direct or indirect controlling financial interest in the entity (see Note 14).

Accrued Compensated Absences

Employees are entitled to paid vacations, sick days and personal days off, depending on job classification, length of service, and other factors. An accrued compensated absences estimate has not been made for the years ended November 30, 2023 and 2022. Management does not expect this cost to have a significant impact on the Company’s financial statements.

2. Concentrations

Credit Risk

The Company maintains cash accounts in one bank. The accounts are insured up to $250,000 at the institution by the Federal Deposit Insurance Corporation. Amounts in excess of this coverage are uninsured and subject to loss should the banks fail, with possible offset against outstanding loans. At November 30, 2023 and 2022 the Company had $1,180,456 and $1,244,841, respectively, in uninsured deposits net of outstanding loans.

The Company provides construction services for and grants credit to various public and private entities primarily located throughout the state of Texas.

For the years ended November 30, 2023 and 2022 the Company had accounts receivable trade and retainage balances in excess of 10% of the total accounts receivable trade and retainage balance attributable to four customers. The total accounts receivable trade and retainage from these customers at November 30, 2023 and 2022 was $5,318,525 and $5,788,318, respectively.

Major Customers

The Company had revenue in excess of 10% of its gross revenue attributable to one customer in the amount of $5,115,981 for the year ended November 30, 2023. The Company had no revenues in excess of 10% of its gross revenues attributable to any one customer for the year ended November 30, 2022.

3. Accounts Receivable and Allowance for Doubtful Accounts

Trade accounts receivable are periodically evaluated for collectability based on past credit history with customers and their current financial condition. Management of the Company is of the opinion trade accounts receivable at November 30, 2023 and 2022 are collectible. Accordingly, no provision for bad debt allowance has been made.

The following are the balances as of the respective year end balance sheet dates:

	2023	2022	2021
Accounts receivable - trade	$ 6,979,183	$ 7,402,228	$ 6,149,812

4. Deposit - Federal Income Tax

At November 30, 2023 and 2022 the Company reported a refundable income tax deposit of $65,181 and $200,721, respectively, in other assets. The deposit represents the amount of federal income tax computed on the taxable income that is deferred one year due to the Company's taxable year-end being different from that of its owner. The balance receivable (payable) at November 30, 2023 and 2022 is $135,540 and $(61,452), respectively, and is included in accounts receivable (payable) - miscellaneous.

5. Line of Credit

On July 8, 2022 the Company renewed a line of credit providing advances up to $3,000,000, or 80% of the aggregate amount of eligible accounts, with interest at the prime rate. Eligible accounts consist of trade accounts not over 60 days or not from any customer with more than 20% of their outstanding trade balance over 60 days unless approved by the bank. The line of credit is collateralized by all Company accounts and the guaranty of the stockholder. Accrued interest is due monthly beginning August 8, 2022 until maturity on July 8, 2023 at which time the outstanding principal plus any unpaid interest is due. The line of credit contains financial covenants such as a debt service coverage requirement. At November 30, 2022 there was no outstanding balance on the line of credit.

5. Line of Credit - Continued

On May 16, 2023 the Company modified and extended the line of credit agreement providing advances up to $5,000,000, with the other terms and conditions remaining the same. Outstanding principal plus unpaid interest is due at maturity on July 8, 2024. At November 30, 2023 there was $1,100,000 due on the line of credit.

6. Long-Term Debt

Long-term debt at November 30, 2023 and 2022 consists of the following:

	2023	2022
Note payable in monthly installments of $821, including interest at 2.9%, collateralized by a 2022 Toyota Tundra	$ 34,958	$ 43,656
Note payable in monthly installments of $1,546, including interest at 4.69%, collateralized by a 2022 Ford F250		58,446
Note payable in monthly installments of $1,115, including interest at 4.69%, collateralized by a 2022 Ford F350	46,847	57,747
Note payable in monthly installments of $54,912, with interest at the prime rate, collateralized by all assets and guaranteed by the stockholder (see Note 17)	1,673,082	2,256,371
Note payable in monthly installments of $1,731, including interest at 7.99%, collateralized by a 2024 Ford F250	70,697	
Finance lease payable in monthly installments of $3,228, with no interest, collateralized by survey equipment (see Note 7)		29,052
	1,825,584	2,445,272
	640,189	648,090
	$ 1,185,395	$ 1,797,182

The following are maturities of long-term debt:

November 30, 2024	$ 640,189
November 30, 2025	667,341
November 30, 2026	478,371
November 30, 2027	37,983
November 30, 2028	1,700
	$ 1,825,584

7. Finance Leases

The Company leases certain property and equipment under financing leases. The economic substance of the leases is a financing transaction for the acquisition of property and equipment. Accordingly, the ROU assets for these leases is included as property and equipment on the balance sheets. The financing lease assets are amortized over the life of the lease, or if shorter, the life of the lease asset, on a straight line basis and is included in depreciation expense. The interest associated with a finance lease is included in interest expense.

The finance lease obligations are included as long-term debt on the balance sheet at November 30, 2022. The lease was paid off during the year ended November 30, 2023 (see Note 6).

7. Finance Leases - Continued

The following is a summary of lease property under finance leases at November 30, 2023 and 2022 by major classes, included in property and equipment in the accompanying financial statements.

	2023	2022
Machinery and equipment	$ 77,471	$ 77,471
Less accumulated depreciation	33,571	18,077
	$ 43,900	$ 59,394

8. Significant Estimates

As stated in Note 1, the Company uses the percentage of completion method for recognizing revenue earned on long-term construction performance obligations in progress. The reliability of this method for determining revenue earned to date is dependent on the accuracy management's estimate of the performance obligation's transaction price and cost to complete the performance obligations. It is reasonably possible that future adjustments to the variable considerations used in developing the transaction price could occur due to changes in the scope of the original contract or due to differences in actual quantities incurred upon completion from those originally estimated at inception of the performance obligation. Management's estimates of cost to complete performance obligations in progress at the balance sheet date could change due to unpredictable events as stated in Note 1. Significant changes in the transaction price amounts or total estimated cost could materially affect the revenue and net income reported on the statements of income and retained earnings.

9. Cost and Estimated Earnings on Contracts in Progress

Billings in excess of cost and estimated earnings on contracts in progress at November 30, 2023 and 2022 consists of the following:

	2023	2022
Billings to date	$ 22,987,458	$ 29,100,957
Less:		
Cost to date	19,355,502	21,506,673
Estimated earnings	1,560,457	5,528,107
	20,915,959	27,034,780
Billings in excess of cost and estimated earnings - net	$ 2,071,499	$ 2,066,177

10. Backlog

The following schedule summarizes changes in backlog amounts on contracts during the year ended November 30, 2023. Backlog represents the amount of gross revenue the Company expects to realize from contracts in progress at year end and contractual agreements on work which has not yet begun.

Backlog balance at November 30, 2022	$ 16,473,305
Revisions to transaction price estimates at November 30, 2022	6,061,779
New contracts added during the year ended November 30, 2023	37,150,969
	59,686,053
Less contract revenues earned during the year ended November 30, 2023	48,639,119
Backlog balance at November 30, 2023	$ 11,046,934

10. Backlog - Continued

Backlog contains contracts obtained but not started in the amount of $1,306,279 at November 30, 2023. The Company entered into additional contracts with estimated revenues of $10,576,860 between December 1, 2023 and March 14, 2024. The Company has additional contracts totaling $7,240,200 which have been awarded but not signed.

11. Depreciation

Depreciation charged to operations for the years ended November 30, 2023 and 2022 consists of the following:

	2023	2022
Direct costs	$ 83,249	$ 48,374
General and administrative expenses		4,260
Total	$ 83,249	$ 52,634

12. Accounting For Uncertainty In Income Taxes

The Company files income tax returns in the U.S. federal jurisdiction and several state jurisdictions. At November 30, 2023 the Company's tax returns open for review by taxing authorities were for the years ended November 30, 2020 to November 30, 2022 for federal and for the years ended November 30, 2019 to November 30, 2022 for states.

13. 401(k) Plan

The Company has a 401(k) employee savings plan that covers all employees that have completed one year of service and have attained the age of twenty-one. Eligible employees may elect to contribute a portion of their compensation to the plan subject to IRS guidelines. The Company's matching contribution is discretionary, is reviewed on an annual basis, and is subject to change. The Company did not make or accrue profit sharing contributions for the years ended November 30, 2023 and 2022.

14. Related Party Transactions

During the years ended November 30, 2023 and 2022 the Company incurred $5,046,740 and $4,350,057, respectively, of rental equipment expense under month-to-month agreements from a related company. At November 30, 2023 and 2022 the Company owes the related company $987,495 and $844,125, respectively, which is included in accounts payable - trade in these financial statements.

During the year ended November 30, 2023 the Company advanced $1,400,000 to a separate related party for working capital needs. The Company anticipates the advance to be repaid during 2024.

15. Employee Retention Credit

During the year ended November 30, 2021 management of the Company determined the Company qualified for the employee retention credit in the fourth quarter of 2020 and the first three quarters of 2021. The Company filed an amended 941 for these quarters which resulted in a refund of $1,319,821. During the year ended November 30, 2022 the Company received $225,086 of the refund. At November 30, 2023 and 2022 the refund is recorded in accounts receivable on the balance sheets in the amount of $280,037 and $1,094,734, respectively. During the year ended November 30, 2023 an additional $814,697 of the refund was received.

16. Change in Ownership

On June 1, 2021 100% of the Company's stock was sold to a new owner. The prior stockholder agreed to continue working for the Company in a consulting role. To facilitate the purchase of the stock the Company took out a loan which is personally guaranteed by the new owner in the amount of $3,000,000 (see Note 6).

17. Lawsuit

On January 27, 2023 a lawsuit was brought against the Company by a former employee claiming wrongful termination and seeking monetary relief over $250,000 but less than $1,000,000. The lawsuit is scheduled for depositions in the near future. No estimate of liability can be determined at this time. The Company plans to vigorously defend itself against this lawsuit.

18. Subsequent Events

The Company has evaluated events that occurred subsequent to November 30, 2023 through March 14, 2024, which is the date the financial statements were available to be issued. There were no material recognized or non-recognized subsequent events during this period.

Longhorn Excavators, Inc. | Building Success from the Ground Up
1819 First Oaks Street, Suite 140
Richmond, Texas 77406
Office: 281-937-9700 | Fax: 281-937-1207
Website: www.lexinc.com

QUALIFICATION STATEMENT
CONSTRUCTION PROJECTS

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2024 PROJECTS			
Sienna Parks & Levee Improvement District of Fort Bend County Texas **C/O LJA Engineering, Inc.** **1904 W Grand Parkway North, Suite 120** **Katy, Texas 77449** **Engineer - Scott Frankovich PE, (817) 372-0953**	Construction of the Regional Storage Pond Phase 3 - Includes clearing and grubbing; the excavation of 581,000 CY of earthen material to be hauled, placed and compacted on-site; installation of backslope interceptor structures, drainage swale, erosion control items and all other related work.	$ 11,839,690.20	Not Started	
GA POWER, PLANT WANSLEY **Subcontractor to C.S. Britton, Inc.** **2692 N Hwy 27** **Carrollton, GA 30117**	GA Power, Plant Wansley - Culvert Install and Stream Restoration - Includes excavation of 219,879 CY of earthen material to be hauled and placed on-site.	$ 1,857,643.50	0%	Feb-25
Grand Parkway HG2 on behalf of Fort Bend County MUD No. 134F **C/O LJA Engineering, Inc.** **1904 West Grand Parkway North, Suite 120** **Katy, Texas 77449** **Engineer - Travis Veillon, PE, (337) 515-4574**	Construction of Harvest Green Drainage, Detention and Mass Grading Phase VII to serve Fort Bend County MUD No. 134F - Includes clearing and grubbing; the excavation of 448,537 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe & boxes, slope paving, swales and riprap and seeding.	$ 3,669,237.99	0%	Mar-25
OAK GROVE LANDFILL **Republic Services, Inc.** **Republic Services of Georgia, LP** **967 Carl Bethlehem Road** **Winder, GA 30680** **Environmental Manager - Luke Cunningham, P.E. (423) 269-0871**	Oak Grove Landfill - Phase 13 - Cell and MSE Berm Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, instalaltion of leachte handling and storm water management items, access road, MSE berm and seeding. 73,200 CY of excavation plus fill and imported materials	$ 8,825,920.86	Not Started	
FORT BEND LANDFILL **GFL Environmental** **2050 W. Sam Houston Parkway S** **Houston, TX 77042** **Attn: Jennifer Glowacki (346) 482+8607** **Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494**	Cell 15 Construction - Including clearing & grubbing; excavation and structural fill; installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate collection system; installation of cell access road and tipping pad, and other services. 40,600 CY of excavation	$ 2,014,240.29	61%	Dec-24
EAGLE POINTE GOLF COURSE **Subcontractor to Heritage Links; A Lexicon, Inc. Company** **P.O. BOX 16390** **Little Rock, AR 72231** **Attn: Mr. Doug Wright (832) 712-5914**	Eagle Pointe Golf Course Phase 1B - Including clearing and 61,822 CY of excavation	$ 323,076.00	Sep-24	
GFL Environmental **C/O Quiddity Engineering LLC** **1575 Sawdust Road, Suite 400** **The Woodlands, Texas 77380** **Engineer - David Cornyn, PE, (512) 685-5116**	Construction of Red Gully Channel Realignment - Includes clearing and grubbing; the excavation of approximately 1,027,334 CY of earthen material to be hauled, placed and compacted on-site; installation of drainage pipe, rip-rap, interceptor structures, slope paving, swales and hydro-mulch seeding.	$ 4,969,557.36	7%	Feb-26
TOWER LANDFILL **Republic Services, Inc.** **Allied Waste Systems of Colorado, LLC** **8480 Tower Road** **Commerce City, CO 80022** **Environmental Manager - Vittoria Zucchelli (303) 356-5076**	Phase 2, Cell 2B, Unit 5 Cell Construction including clearing and stripping; excavation; subgrade preparation; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; installation of geomembrane and ballast system; installation of access road, culverts, stormwater channel and riprap ditch; and other services as described in the Scope of Work. 470,000 CY of excavation	$ 4,300,441.60 Dated 6/26/24	51%	Dec-24
UPSTATE REGIONAL MSW LANDFILL **Republic Services, Inc.** **Republic Services of Kentucky, LLC** **868 Wildcat Road** **Enoree, SC 29335** **Environmental Manager - Mike Loyd (864) 608-4912**	Cell No. 12 Construction including stripping; excavation and rock blasting; subgrade preparation; installation of 2-foot-thick compacted clay liner; installation of leachate collection and forcemain systems; installation of 2-foot-thick protective cover; installation of access road, turn-around pad, stormwater ditches, pipe, inlet, junction box, riprap and concrete apron; and other services as described in the Scope of Work. 203,000 CY of excavation	$ 3,535,982.58	24%	Apr-25
TRAVIS CLUB GOLF COURSE **Subcontractor to Heritage Links; A Lexicon, Inc. Company** **P.O. BOX 16390** **Little Rock, AR 72231** **Attn: Mr. Doug Wright (832) 712-5914**	Clearing and Excavation at Travis Club Golf Course 405,700 CY of excavation	$ 5,311,106.28	86%	Nov-24
Harris County Municipal Utility District No. 535 **C/O Quiddity Engineering LLC** **1575 Sawdust Road, Suite 400** **The Woodlands, Texas 77380** **Engineer - Randal Meyer, PE, (346) 231-0809**	Construction of Rosewood West Phase I Offsite Clearing & Grubbing, Detention, and Mass Grading to serve Harris County Municipal Utility District No. 53 - Includes clearing and grubbing; the excavation of approximately 630,500 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of storm sewer system, slope paving, swales and riprap.	$ 5,004,981.33 Dated 5/23/24	21%	Feb-25
SEABREEZE ENVIRONMENTAL LANDFILL **Waste Connections** **Seabreeze Recovery, Inc.** **10310 FM 523** **Angleton, TX 77541** **Southern Region Engineer - Dillon Hoppe (320) 237-8815**	2024 Cell 13A/14A Construction including mucking, excavation, structural fill, and subgrade preparation; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; and other services as described in the Scope of Work. 26,000 CY of excavation	$ 1,814,770.80	Oct-24	
BLUE RIDGE LANDFILL **Republic Services, Inc.** **Blue Ridge Landfill TX, L.P.** **2200 FM 521** **Fresno, TX 77545** **Environmental Manager - Raymond Whitlock, (281) 668-9744**	Class 1 Sector 24F Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; and other services as described in the Scope of Work. 11,600 CY of excavation	$ 269,058.00	Apr-24	

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
BLUE RIDGE LANDFILL	Class 1 Sector 24G Excavation - 210,432 CY of excavation	$ 736,895.77	Aug-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	MSW Sector 13B-14B Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 330,400 CY of excavation	$ 2,603,884.47	Oct-24	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
GALVESTON COUNTY LANDFILL	Cell 5D2 & 5E Excavation - Includes 142,316 CY of cell excavation and 22 AC of clearing of future borrow pit	$ 466,616.04	Mar-24	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GOLDEN TRIANGLE LANDFILL	Construction of Sector 3A including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; forcemain installation; construction of an access road and truck pad; and other services as described in the attached Scope of Work. 32,600 CY of excavation; 44,500 C Y of berm fill	$ 1,137,796.50	Jun-24	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
GOLDEN TRIANGLE LANDFILL	Construction of Sector 8A including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; forcemain installation; construction of an access road and truck pad; and other services as described in the attached Scope of Work. 40,100 CY of excavation; 33,500 C Y of berm fill	$ 1,185,230.10	Apr-24	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Crystal Hardee, (409) 728-7445				
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cell 14A Construction - Including excavation, structural fill, and prepared subgrade; installation of clay plug, protective cover, leachate collection system; leachate forcemain components; stormwater management (e.g., pond and pond liner, berms, rip rap, culverts, ECB, TRM, etc.); access road and turnaround pad. 128,870 CY of excavation	$ 1,605,376.50	Sep-24	
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Eduardo Choquis - (281) 910-0593				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
UNION COUNTY RECYCLING AND DISPOSAL FACILITY	Cells 13 East and 13 West Final Cover Construction - Including earthwork (excavation and general fill); waste relocation; installation of intermediate cover, protective cover, erosion layer, leachate collection/toe drain system, stormwater management (e.g., berms, downchute, toe-drain, rip rap, etc.); and modify the existing GCCS features to match the final cover elevations. 32,592 CY of excavation	$ 1,543,145.76	Sep-24	
GFL Environmental				
3083 Smackover Hwy				
El Dorado, AR 71730				
Attn: Mr. Eduardo Choquis - (281) 910-0593				
Engineer - SCS Engineers, Brett DeVries, Ph.D., P.E. (763) 442-5417				
D. R. Horton - Texas, Ltd. on behalf of Brazoria County MUD No. 87	Construction of the Detention and Grading Phase 3 to Serve Brazoria County MUD No. 87 - Includes clearing and grubbing; the excavation of approximately 1,102,065 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner for lakes; installation of backslope interceptor structures, storm sewer pipe & boxes, slope paving, swales and riprap.	$ 7,966,448.13 Dated 2/12/24	86%	Nov-24
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Kathleen Kinchen, PE, (713) 358-8816				
GCP Loan Subsidiary 1, L.P.	Construction of the Mass Grading to Serve TCE-01 20.2 Acres - Includes the purchase, haul placement and compaction of 154,000 CY of earthen material.	$ 4,591,231.68	Oct-24	
C/O LJA Engineering, Inc.				
1904 West Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Hayden Rice, PE, (979) 645-1008				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2023 PROJECTS			
TALL PINES DISPOSAL FACILITY	Construction of Ponds and Channels - Including clearing and grubbing, excavation and fill,	$ 303,017.96	Jan-24	
GFL Environmental	ditch clean-up existing, installation of 36-inch CMP and rip rap culvert crossing, installation			
2050 W. Sam Houston Parkway S	of temporary downchute.			
Houston, TX 77042	28,000 CY of excavation			
Attn: Jennifer Glowacki (346) 482+8607				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
CHILDRESS HALL GOLF COURSE	Childress Hall Irrigation Ponds for Childress Hall Golf Course	$ 1,980,595.02	Mar-24	
Subcontractor to Heritage Links; A Lexicon, Inc. Company	349,687 CY of excavation			
P.O. BOX 16390				
Little Rock, AR 72231				
Attn: Mr. Doug Wright (832) 712-5914				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 3 Construction - Perform excavation, structural fill placement, clay liner	$ 1,252,830.70	Apr-24	
Waste Management of Texas	construction, geosynthetic coordination, underdrain and leachate collection system			
24275 Katy Freeway, Suite 450	installation, protective cover layer placement, enhanced cell drainage construction,			
Katy, TX 77494	stormwater & groundwater control, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	195,000 CY of excavation			
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
BAYTOWN LANDFILL	Sector 7, Cell 3 & 4 Construction - Perform site preparation, excavation, structural fill	$ 1,201,536.90	Mar-24	
Waste Management of Texas	placement, clay liner construction, geosynthetic coordination, underdrain and leachate			
24275 Katy Freeway, Suite 450	collection system installation, protective cover layer placement, stormwater control,			
Katy, TX 77494	groundwater control, sedimentation control activities, and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	206,200 CY of excavation			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
COASTAL PLAINS LANDFILL	Cell T-28 South Construction - Perform excavation, structural fill placement, underdrain	$ 621,430.10	Nov-23	
Waste Management of Texas	trench and geocomposite installation, clay liner construction, leachate collection system			
24275 Katy Freeway, Suite 450	installation, protective cover layer placement, surface water channel and perimeter road,			
Katy, TX 77494	and all other related work.			
Attn: Mr. Chuck Rivette (713) 647-5542	66,611 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
FAIRBANKS LANDFILL	Cell Q, Phase 1 and 2 Construction - Perform excavation, structural fill placement,	$ 2,093,630.64	Jan-24	
Waste Management of Texas	underdrain trench, sump and geocomposite installation, clay liner construction, protective			
24275 Katy Freeway, Suite 450	cover layer placement, surface water channel and perimeter road, and all other related			
Katy, TX 77494	work.			
Attn: Mr. Chuck Rivette (713) 647-5542	497,383 CY of excavation			
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
GREENSHADOWS LANDFILL	Cell 8 Construction - Perform excavation, structural fill placement, underdrain trench and	$ 718,308.58	Aug-23	
Waste Management of Texas	temporary sump installation, clay liner construction, protective cover layer placement, and			
24275 Katy Freeway, Suite 450	all other related work.			
Katy, TX 77494	164,340 CY of excavation			
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
SAND VALLEY LANDFILL	Partial Closure including intermediate cover, near-surface gas collection, toe drain,	$ 2,337,948.18	Mar-24	
Republic Services, Inc.	compacted soil cover, geosynthetics, protective soil cover, topsoil saver and stormwater			
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America	control items.			
3345 County Road 209	53,010 CY of earthwork			
Collinsville, AL 35961				
Environmental Manager - Holly Van Kirk (615) 956-9277				
SEABREEZE ENVIRONMENTAL LANDFILL	Cell 17 Construction including mucking, excavation, structural fill, and subgrade	$ 2,510,698.32	Mar-24	
Waste Connections	preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay			
Seabreeze Recovery, Inc.	liner; installation of a leachate collection system; installation of 2-foot-thick protective cover;			
10310 FM 523	future and existing tie-ins; installation of access road and truck pad; leachate and			
Angleton, TX 77541	underdrain forcemains; and other services as described in the Scope of Work.			
Southern Region Engineer - Dillon Hoppe (320) 237-8815	345,000 CY of excavation			
SAND VALLEY LANDFILL	Tract 2 B-1 Cell Construction including excavation; subgrade preparation and Geogrid;	$ 5,934,808.50	90%	Nov-24
Republic Services, Inc.	installation of 1-foot-thick compacted clay liner; installation of a leachate collection system	Dated 1/15/24		
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America	and forcemain; installation of 1-foot-thick protective cover; installation of access road;			
3345 County Road 209	installation of stormwater berms, RCP, headwalls, riprap ditch and outlets; and other			
Collinsville, AL 35961	services as described in the Scope of Work.			
Environmental Manager - Holly Van Kirk (615) 956-9277	605,972 CY of excavation			
PINE RIDGE LANDFILL	Phase 1 Temporary Cover Construction including site preparation; excavation, grading and	$ 2,314,440.95	Jun-24	
Republic Services of Georgia, LP	placement of intermediate cover and subgrade preparation; installation of liquid collection			
105 Baily Jester Road	system; installation of stormwater management items and vegetation establishment.			
Griffin, GA 30224	16,635 CY of excavation			
Attn: Mr. William Bromann P.E. - (281) 808-5262				
Engineer - SCS Engineers, Mr. Neil Nowak (303) 221-1719				
BONDAD LANDFILL	Cell 11E North Construction including clearing and grubbing, excavation, structural fill, and	$ 984,585.00	Oct-23	
Republic Services	subgrade preparation; installation of a leachate collection system; installation of stormwater			
1500 County Road 318	channel and other services as described in the Scope of Work.			
Durango, CO 81232	41,300 CY of excavation			
Attn: Mr. William Bromann P.E. - (281) 808-5262				
Engineer - SCS Engineers, Mr. Neil Nowak (303) 221-1719				
SEABREEZE ENVIRONMENTAL LANDFILL	2023 Initial Cell 13A/14A Construction including mucking, excavation, structural fill, and	$ 1,436,056.62	Nov-23	
Waste Connections	subgrade preparation; installation of an underdrain system; leachate and underdrain			
Seabreeze Recovery, Inc.	forcemains; and other services as described in the Scope of Work.			
10310 FM 523	230,000 CY of excavation			
Angleton, TX 77541				
Southern Region Engineer - Dillon Hoppe (320) 237-8815				
DESERT RECLAMATION FACILITY - INITIAL SITE CONSTRUCTION	Desert Reclamation Facility - Initial Site Construction including operational area pad, fluid	$ 3,395,400.93	Nov-23	
Desert Environmental LLC	management ponds, collection/receiving pits, mixing/drying pads, contact water ponds,			
5555 San Felipe, Suite 1200	truck wash, culvert and disposal pit.			
Houston, TX, 77056	398,460 CY of excavation			
Engineer - Geosyntec Consultants, Inc, Davis Lofton, (601) 720-0923				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
BIG INDIAN CREEK MITIGATION SITE	Stream Restoration Project, Big Indian Creek Mitigation Site, Carroll County, GA - Includes excavation of 40,000 CY of earthen material to be hauled and placed on-site.	$ 450,000.00	May-23	
Subcontractor to C.S. Britton, Inc.				
2692 N Hwy 27				
Carrollton, GA 30117				
BLUE RIDGE LANDFILL	Class 1 Sector 23E Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of compacted clay liner; installation of a leachate collection system; installation of protective cover; future and existing tie-ins; construction of stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 439,933 CY of excavation	$ 3,143,650.78	Jul-23	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
GOLDEN TRIANGLE LANDFILL	Sector 9 Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system, sumps and risers; installation of a compacted clay liner; installation of a leachate collection system, sumps and risers; installation of protective cover; forcemain installation; road and culvert installation; and other services as described in the Scope of Work. 26,000 CY of excavation; 143,000 C Y of berm fill	$ 2,985,581.29	Oct-23	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Amy Kubinski, (281) 668-9740				
POLK COUNTY LANDFILL DISPOSAL	Phase IV Cells 2S & 1C - Cell Construction including excavation and construction of a liner and leachate collection system; 75,000 CY of excavation, and 7,496 CY of protective cover installation; flexible base for cell access road and truck pad; and culvert installation.	$ 1,043,142.38	Oct-23	
Republic Services, Inc.				
2785 FM 942				
Livingston, Texas 77351				
Environmental Manager - Tyler Tandy, (281) 536-0254				
MCCARTY ROAD LANDFILL	SOS Sector 7 Construction including cover soil/waste excavation, waste fill, general fill, placement of intermediate cover, and subgrade preparation; installation of geosynthetic clay liner, geomembrane, and drainage geocomposite; installation of leachate collection system; installation of protective cover; existing tie-ins; installation of access road and truck pad; and other services as described in the Scope of Work. 181,800 CY of excavation	$ 2,795,010.60	Jun-24	
Republic Services, Inc.				
McCarty Road Landfill TX, LP				
5757 A Oates Rd				
Houston , TX 77078				
Environmental Manager - Nathanial Wells (713) 676-7644				
SAND VALLEY LANDFILL	Tract 2 Cell 1 Mass Excavation including excavation, site preparation, and storm water management items. 457,000 CY of excavation	$ 2,110,367.45	Mar-24	
Republic Services, Inc.				
GEK, INC., A Wholly Owned Subsidiary of BFI Waste Systems of North America				
3345 County Road 209				
Collinsville, AL 35961				
Environmental Manager - Holly Van Kirk (615) 956-9277				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2022 PROJECTS			
COASTAL PLAINS LANDFILL	Coastal Plains Landfill Class 1 Containment Dikes Construction	$ 144,423.00	Dec-22	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Civil & Environmental Consultants, Jeffrey M. Harris, (281) 728-3945				
DELTA LAND SERVICES, LLC	Halls Bayou - Includes installation of 27,500 LF of berms.	$ 316,650.00	Jan-23	
1090 Cinclare Drive				
Port Allen LA 70767				
GALVESTON COUNTY LANDFILL	Galveston County Landfill Phase 3 Road Construction - Includes 35,500 CY of channel excavation and clay fill	$ 361,254.60	Dec-22	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
3935 Avenue A				
Alta Loma, TX 77510				
Environmental Manager - Amy Kubinski, (281) 668-9740				
DELTA LAND SERVICES, LLC	Excavation for South Fork II - Includes excavation of 35,000 CY of earthen material to be hauled and placed on-site.	$ 460,740.00	Oct-22	
1090 Cinclare Drive				
Port Allen LA 70767				
ARNOLD CREEK MITIGATION BANK	Farmersville, TX -- Arnold Creek Mitigation Bank - Includes excavation of 116,800 CY of earthen material to be hauled and placed on-site.	$ 645,060.00	Nov-22	
Subcontractor to C.S. Britton, Inc.				
2692 N Hwy 27				
Carrollton, GA 30117				
GENERATION PARK MANAGEMENT DISTRICT	Construction of GPS Ph 1 Drainage - Includes excavation of 301,900 CY of earthen material to be hauled and placed on-site.	$ 1,684,470.00	May-23	
Subcontractor to SER Construction Partners, LLC				
3636 Pasadena Blvd				
Pasadena, TX 77503				
CHAMBERS COUNTY MUNICIPAL LANDFILL	Landfill Construction for Chambers County Municipal Landfill Type I Area - Cell 1-1AB including excavation and backfill, installation of clay liner and protective cover, and installation of leachate collection system. 63,670 CY of excavation	$ 2,436,108.96	Jun-23	
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Kyle Craig (863) 443-2597				
FORT BEND LANDFILL	Cell 13 Construction - Including clearing & grubbing; excavation and structural fill; installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate collection system and force main; installation of cell access road, tipping pad and berms, and other services. 78,650 CY of excavation	$ 1,935,426.26	Jul-23	
GFL Environmental				
2050 W. Sam Houston Parkway S				
Houston, TX 77042				
Attn: Jennifer Glowacki (346) 482+8607				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
RICHLAND CREEK LANDFILL	Richland Creek Road Landfill - Stage 7C - Cell Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, storm water management items, and seeding. 69,800 CY of excavation	$ 3,812,403.13	Sep-23	
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Kyle Craig (863) 443-2597				
DIAMOND BEACH HOLDINGS, LLC	Whitecap Preserve Canal Excavation Improvements - Includes the excavation of 1,417,218 CY of earthen material to be hauled and placed on-site, clearing and grubbing and vegetation stabilization.	$ 6,775,355.92	Nov-23	
c/o LJA Engineering, Inc.				
5350 S. Staples Street, Suite 425				
Corpus Christi, TX 78411				
Engineer - Jeff Coym, P.E., M.ASCE, (361) 991-8550				
OAK GROVE LANDFILL	Oak Grove Landfill - Phase 12 - Cell Construction including excavation, structural fill, installation of clay liner and protective cover, installation of leachate collection system, storm water management items, access road and seeding. 47,350 CY of excavation	$ 3,069,625.50	Dec-22	
Republic Services, Inc.				
Republic Services of Georgia, LP				
967 Carl Bethlehem Road				
Winder, GA 30680				
Environmental Manager - Kyle Craig (863) 443-2597				
MCCARTY ROAD LANDFILL	McCarty Road Landfill - Drainage Improvements Construction and Petrolite Waste Removal	$ 475,783.50	Jul-22	
Republic Services, Inc.				
McCarty Road Landfill TX, LP				
5757 A Oates Rd				
Houston , TX 77078				
Environmental Manager - Nathanial Wells (713) 676-7644				
CONROE MUNICIPAL MANAGEMENT DISTRICT NO. 1	Excavation to Serve South 40 Lake Phase 1 for Conroe Municipal Management District No. 1, City of Conroe, Montgomery County, Texas - Includes the excavation of 1,002,100 CY of earthen material to be hauled, placed and compacted on-site.	$ 7,371,070.47	Jul-23	
C/O LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Engineer - Edmund D. Rucker, P.E., (713) 953-5200				
COLONIAL LANDFILL	Colonial Landfill - Cell IIA-2 Construction including excavation, management of stormwater/diversions/controls, installation of an entire geocomposite underdrain layer AND trenches, reconstruction of the eastern side slope, installation of clay liner and protective cover and installation of leachate collection system. 109,629 CY of excavation	$ 4,581,700.37	Jun-23	
Republic Services, Inc.				
BFI Waste Systems of Louisiana, LLC				
5328 Hwy 70				
Sorrento, LA 70778				
Environmental Manager - Luke Cunningham, P.E. (423) 269-0871				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
PRAIRIE LEGACY PARTNERS, INC.	Construction of Mass Grading and Detention Improvements for Lakeview - Includes the excavation of 1,000,290 CY of earthen material to be hauled, placed and compacted on-site and the installation storm sewer items.	$ 5,006,717.07	Jul-23	
c/o Costello, Inc.				
2107 CityWest Blvd., 3rd Floor				
Houston, TX 77042				
Engineer - Ron Dechert, P.E. (713) 783-7788				
LAKE CHARLES FACILITY	Cell 8, Module 8 and C&D Debris Landfill Cover Construction - Includes excavation, fill placement, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement for Cell project. Includes subgrade preparation, installation of clay cover and topsoil, and seeding for Cover project. 43,000 CY of excavation	$ 1,919,865.60	Nov-22	
Chemical Waste Management, Inc.				
7170 John Brannon Road				
Sulphur, LA 70665				
Attn: Mark Fritchie, P.E., (337) 583-3798				
BONDAD LANDFILL	Excavate Cell 11E South area to suitable subgrade, including temporary diversion berm. Place and compact structural fill to bring the cell and perimeter berms to the required subgrade elevations. Install two feet of protective cover material. Install leachate collection system and grade stormwater channels. 134,594 CY of excavation	$ 1,637,570.47	Sep-22	
GFL Environmental				
1330 Post Oak Blvd, 7th Floor				
Houston, TX, 77056				
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
ISLANDS OF ROCKPORT		$ 916,056.00	Jul-22	
Subcontractor to Shirley & Sons Construction Company, Inc.	Excavation of 266,246 CY of earthen material to be hauled and placed on-site.			
PO Box 429				
Cleveland, TX 77328				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 2 Construction - Perform excavation, common backfill placement, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement, dewatering system installation, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 72,000 CY of excavation	$ 1,063,059.60	Sep-22	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
Lennar Homes of Texas Land and Construction, Ltd on behalf of Harris County Municipal Utility District No. 213-A	Construction of Sterling Point Detention and Mass Grading - Includes site preparation, the excavation of 314,990 CY of earthen material to be hauled, placed and compacted on-site, and seeding.	$ 1,520,449.00	Jul-22	
c/o Jones Carter				
1575 Sawdust Road, Suite 400				
The Woodlands, TX 77380				
Engineer - Hayden Dixon, P.E., (832) 913-4055				
GRAND CENTRAL SECTION 27		$ 466,458.00	Apr-22	
Subcontractor to Crostex Construction, Inc.	Excavation of 100,000 CY of earthen material to be hauled and placed on-site.			
503 Gum Gully Road				
Crosby, TX 77532				
SECURITY RECYCLING AND DISPOSAL FACILITY	Phase V, Cell 1-4 North Construction – Site preparation, excavation, tie-in to existing construction, geosynthetic coordination, underdrain and leachate collection system installation, protective cover layer placement, forcemain installation, stormwater control, groundwater control, sedimentation control activities, and all other related work. 110,200 CY of excavation	$ 659,513.25	Jun-22	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Chad Ireland (713) 471-5701				
GOLDEN TRIANGLE LANDFILL	Cell 1A-2A Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of an underdrain and leachate collection system; installation of protective cover; forcemain installation; and other services as described in the Scope of Work. 108,000 CY of excavation; 104,500 C Y of berm fill	$ 3,333,333.00	Feb-23	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Amy Kubinski, (281) 668-9740				
SEABREEZE ENVIRONMENTAL LANDFILL	Cell 15 Construction including mucking, excavation, structural fill, and subgrade preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; installation of access road and truck pad; leachate and underdrain forcemains; and other services as described in the Scope of Work. 310,500 CY of excavation; 169,500 CY of mucking	$ 3,338,978.82	Jun-22	
Waste Connections				
Seabreeze Recovery, Inc.				
10310 FM 523				
Angleton, TX 77541				
Southern Region Engineer - Daniel M. Liwicki (832) 442-2107 Ext 12107				
POLK COUNTY LANDFILL DISPOSAL	Cells III-3S, IV-2N and IV-1N Construction including excavation and construction of a liner and leachate collection system; 176,600 CY of excavation, and 24,844 CY of protective cover installation; flexible base for cell access and perimeter roads; leachate collection line, sump, and riser pipes; and silt fence installation.	$ 1,221,424.42	Sep-22	
Republic Services, Inc.				
2785 FM 942				
Livingston, Texas 77351				
Environmental Manager - Amy Kubinski, (281) 668-9740				
GULF WEST LANDFILL	Landfill II, Final Cover Construction - Including grading existing intermediate cover to subgrade elevations and prepare and maintain the top of subgrade layer for geosynthetic installation; place 12" topsoil layer over geosynthetics; construct the temporary liner termination berms and stormwater berms; prepare tie-in areas to the existing floor liner along the perimeter berm; installation of downchutes, vegetation, and erosion controls; and other services as described and requested.	$ 931,115.66	May-23	
Republic Services, Inc.				
Gulfwest Landfill TX, LP				
2601 Jenkins Rd				
Anahuac, TX 77514				
Environmental Manager - Amy Kubinski, (281) 668-9740				
BLUE RIDGE LANDFILL	Class 1 Sector 24E Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 3-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; and other services as described in the Scope of Work. 246,000 CY of excavation	$ 1,489,981.50	Jan-23	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				
BLUE RIDGE LANDFILL	MSW Sector 13A/14A Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 2-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 715,000 CY of excavation	$ 4,655,164.50	Mar-23	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Raymond Whitlock, (281) 668-9744				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2021 PROJECTS			
TALL PINES DISPOSAL FACILITY	Stormwater Drainage Facility Construction - Including excavation, ditch clean-up existing,	$ 2,005,132.10	May-22	
Waste Corporation of Texas, LP	installation of 36-inch culvert crossing, installation of stormwater containment and add-on			
14115 Davis Estate Rd.	berms, cleanup of final cover area, installation of 6-inch foundation layer, 18-inch infiltration			
Needville, TX 77461	layer and 12-inch erosion layer, and installation of downchute.			
Attn: Jennifer Glowacki (281) 728-3945	25,220 CY of excavation			
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
GREENBELT LANDFILL	Cell 22S-23S-24 Upper Sidewall Construction - Including excavation, subgrade prep,	$ 517,100.10	May-22	
Waste Corporation of Texas, LP	installation of underdrain geocomposite, re-compacted clay liner and protective cover,			
14115 Davis Estate Rd.	construction of south and east perimeter ditch, and installation of culvert and rip-rap.			
Needville, TX 77461	4,360 CY of excavation			
Attn: Jennifer Glowacki (281) 728-3945				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
LGI Homes – Texas, LLC on behalf of Montgomery County MUD No. 196	Construction of Sweetwater Ridge Phase 1 Detention and Mass Grading - Includes the	$ 2,425,978.41	May-22	
C/O Jones Carter	excavation of 573,300 CY of earthen material to be hauled, placed and compacted on-			
1575 Sawdust Road, Suite 400	site; installation of RCP, rip-rap and concrete slope paving; site preparation and seeding.			
The Woodlands, TX 77380				
Engineer - Antonio Testolin, PE, (989) 670-3409				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 6, Cell 1 Construction - Perform excavation, common backfill placement, clay liner	$ 1,523,978.35	Jan-22	
Waste Management of Texas	construction, geosynthetic coordination, leachate collection system installation, protective			
24275 Katy Freeway, Suite 450	cover layer placement, dewatering system installation, enhanced cell drainage			
Katy, TX 77494	construction, site development, stormwater & groundwater control, and all other related			
Attn: Mr. Chuck Rivette (713) 647-5542	work.			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868	97,500 CY of excavation			
GREENSHADOW LANDFILL	Cell 7 Construction - Perform excavation, clay liner construction, sideslope underdrain	$ 447,224.25	Jan-22	
Waste Management of Texas	installation, protective cover layer placement, and all other related work.			
24275 Katy Freeway, Suite 450	89,000 CY of excavation			
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
WEST KENTUCKY LANDFILL	Unit 6, Phase 2 – Cell 3 Construction - Including excavation, structural fill, and subgrade	$ 1,723,630.54	Feb-22	
Waste Corporation of Tennessee, LP	preparation; installation of compacted clay liner and drainage layer; liner tie-in and anchor			
3426 Highway 45 South	trench; leachate collection system; interim berm and rain flap, and all other related work.			
Mayfield, KY 42066	150,000 CY of excavation			
Attn: Mr. Marcos Elizondo - (281) 808-5262				
Engineer - Golder Associates, Inc, Mr. Gary Daniels, PE (906) 280-3403				
TPHTL Rogers, LLC on behalf of Proposed Fort Bend County Municipal Utility District No. 175	Construction of the Drainage Improvements to Serve Pecan Ridge - Includes clearing and grubbing; the excavation of approximately 528,000 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner; installation of backslope interceptor structures, storm sewer pipe, slope paving, swales and riprap.	$ 3,659,726.43	Nov-22	
C/O LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Engineer - Andrew Casey, PE, (713) 953-5200				
GENERATION PARK MANAGEMENT DISTRICT	Construction of Detention Pond 3 - Includes stripping and the excavation of 351,300 CY of	$ 1,334,410.00	Mar-22	
Subcontractor to SER Construction Partners, LLC	earthen material to be hauled and placed on-site.			
3636 Pasadena Blvd				
Pasadena, TX 77503				
GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 73	Construction of Detention and Grading to serve Samara Phase 1 - Includes the excavation	$ 5,636,212.35	Apr-23	
C/O LJA Engineering, Inc.	of 749,000 CY of earthen material to be hauled, placed and compacted on-site;			
1904 W Grand Parkway North, Suite 120	installation of RCP storm sewer, manholes and RCB box culverts; installation of flap gates,			
Katy, Texas 77449	weir and outfall structures, slope paving, junction box, swales, seeding and riprap.			
Engineer - James Pottharst, PE, (713) 953-5200				
Sienna Parks & Levee Improvement District of Fort Bend County Texas	Construction of the Regional Storage Pond Phase 2 - Includes clearing and grubbing; the	$ 4,457,916.78	Jun-22	
C/O LJA Engineering, Inc.	excavation of 340,000 CY of earthen material to be hauled, placed and compacted on-			
1904 W Grand Parkway North, Suite 120	site; installation of backslope interceptor structures, drainage swale and all other related			
Katy, Texas 77449	work.			
Engineer - James Pottharst, PE, (713) 953-5200				
FORT BEND LANDFILL	Cell 14 Construction - Including clearing & grubbing; excavation and structural fill;	$ 1,565,886.30	Jan-22	
Waste Corporation of Texas, LP	installation of re-compacted subgrade, clay liner and protective cover; liner tie-in; leachate			
14115 Davis Estate Rd.	collection system; installation of cell access road, tipping pad and berms, and other			
Needville, TX 77461	services.			
Attn: Jennifer Glowacki (281) 728-3945	30,450 CY of excavation			
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
ARTAVIA DEVELOPMENT COMPANY	Construction of the Interim Detention Expansion and Wetland Mitigation to serve ARTAVIA	$ 1,429,195.75	Mar-22	
C/O LJA Engineering, Inc.	Development Company - Includes the excavation of approximately 56,000 CY of earthen			
3600 W Sam Houston Parkway S, Suite 600	material to be hauled, placed and compacted on-site.			
Houston, Texas 77042				
Engineer - Chris LeBlanc, PE, (713) 953-5200				
South Road Apartments, Baytown, TX	Earthwork for Apartment and Pond Site Including - Tree demo and haul off, 6" topsoil strip	$ 506,343.00	Jul-21	
Subcontractor to Construction Site Specialties LLC	and stockpile, import select fill for pads (lose), excavate off site pond for fill needed for			
1807 W. Gloria Switch Rd.	paving areas, excavate pond and spread material on Comm Site, site cuts and respread			
Carencro, LA 70520	topsoil stripping's in green areas, grading and finishing.			
Attn: Brett Deshotels, Chief Operations Officer, (337) 254-1658	57,000 CY of excavation			
NEWTON COUNTY LANDFILL	Site Development, Cells I15 and I16E Construction - Perform excavation, common backfill	$ 1,181,020.62	Dec-21	
Waste Management of Texas	placement, overburden removal, clay liner construction, geosynthetic coordination,			
24275 Katy Freeway, Suite 450	leachate collection system installation, protective cover layer placement, dewatering system			
Katy, TX 77494	installation, enhanced cell drainage construction, stormwater & groundwater control, and			
Attn: Mr. Chuck Rivette (713) 647-5542	all other related work.			
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868	107,660 CY of excavation			
BONDAD LANDFILL	Excavate Cell 11W North area to suitable subgrade, including temporary diversion berm.	$ 912,697.50	Jul-21	
Transit Waste, LLC, GFL Environmental	Install soil fill berm to subgrade elevations as shown on the drawings. Install leachate			
1330 Post Oak Blvd, 7th Floor	collection system and leachate collection pipe. Grade stormwater channels. Provide other			
Houston, TX, 77056	services as described and requested.			
Attn: Mr. Marcos Elizondo - (281) 808-5262	71,820 CY of excavation			
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
Phase II Detention Improvements & Mass Grading for Sunset Grove Sections 3, 4, 5, & 6 & Partial Ambrose Section 1 and Ditch 9G Improvements	Phase II Detention Improvements & Mass Grading for Sunset Grove Sections 3, 4, 5, & 6 & Partial Ambrose Section 1 and Ditch 9G Improvements for Galveston County MUD No. 68, in Galveston County, Texas - Includes the excavation of 319,579 CY of earthen material to be hauled and placed on-site; installation of concrete slope paving, Rip Rap, 11' Sand Belt, and seeding.	$ 1,440,660.34	Jun-22	
Galveston County MUD No. 68 c/o Allen Boone Humphries Robinson LLP				
c/o Costello, Inc.				
2107 CityWest Blvd., 3rd Floor				
Houston, TX 77042				
Attn: David A. Corbin, P.E., (713) 783-7788				
RBP Sports LLC	RBP Sports Baseball Complex - Construction of 94 AC Lot Development at Daily Rd, Rosenberg, TX 77471 120,000 CY of excavation	$ 485,220.00	Aug-21	
17424 W Grand Parkway S., Suite 235				
Sugar Land, TX 77479				
Attn: Jason Ford, President, (281) 731-8289				
Atlas 14 Brazos River Outfall Channel for Sienna Plantation LID	Construction of the Atlas 14 Brazos River Outfall Channel for the Sienna Plantation Levee Improvement District of Fort Bend County, Texas - Includes 305,000 CY of excavation, hauling, placement and compaction of earthen material	$ 1,543,940.63	Apr-23	
Sienna Plantation Levee Improvement District				
Subcontractor to Jerdon Enterprise, L.P.				
13403 Redfish Lane				
Stafford, TX 77477				
Attn: John Sanchez, Project Manager, (281) 261-5000 ext 2007				
SOUTH POND DRAINAGE, DETENTION, AND APPURTENANCES TO SERVE AVALON AT FRIENDSWOOD	Construction of the South Pond Drainage, Detention and Appurtenances to serve Avalon at Friendswood - Includes the excavation of 76,400 CY of earthen material to be hauled, placed and compacted on-site; installation of concrete box culverts, junction boxes, slope paving, outfall structure and seeding.	$ 1,331,344.77	Oct-21	
Taylor Morrison of Texas				
c/o LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Attn: Robert Booth, PE., (713) 953-5200				
HCFCD 20-0208 Wetland Construction at Katy Hockley Mitigation Bank	Wetland Construction at Katy Hockley Mitigation Bank - Includes the excavation and stockpiling of 100,000 CY of earthen material.	$ 613,427.91	Apr-21	
Harris Count Flood Control District				
Subcontractor to Lecon, Inc.				
4302 Creekmont Dr				
Houston, TX 77091				
Attn: Ryan Lloyd, (713) 681-4366				
CITY OF VICTORIA LANDFILL	Trench 6W2 construction including excavation, general fill, and subgrade preparation; installation of 2-foot-thick compacted clay liner; installation of a 60-mil HOPE liner and drainage geocomposite; installation of leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of access road and truck pad; construction of a stormwater channel; and other services as described in Scope of Work. 19,000 CY of excavation	$ 522,900.57	May-21	
Republic Services, Inc.				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Tim Telepak , (713) 676-7669				
GOLDEN TRIANGLE LANDFILL	Sector 10B Construction including excavation and subgrade preparation; perimeter berm fill; installation of an underdrain system; installation of a compacted clay liner; installation of a leachate collection system; installation of protective cover; forcemain installation; and other services as described in the Scope of Work. 45,000 CY of excavation	$ 1,199,256.02	Jun-21	
Republic Services, Inc.				
Golden Triangle Landfill TX, LP				
6433 LaBelle Road				
Beaumont, TX 77705				
Environmental Manager - Amy Kubinski, (281) 668-9740				
RALSTON ROAD LANDFILL	Phase VI - Cell 1, Entrance Facilities and Final Cover Construction - Including clearing & grubbing; excavation, and structural fill; installation of compacted clay liner and protective cover; liner tie-in; underdrain system; leachate collection system; installation of culverts and downchutes; perimeter channels; seeding and other services. 199,480 CY of excavation	$ 1,621,235.40	Jun-21	
Waste Corporation of Texas, LP				
1330 Post Oak Blvd, 7th Floor				
Houston, TX, 77056				
Attn: Jennifer Glowacki (281) 728-3945				
Engineer - SCS Engineers, Mr. Jeff Reed (281) 293-8494				
BLUE RIDGE LANDFILL	Class 1 Sector 23D Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 2-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 10,650 CY of excavation	$ 236,469.80	Sep-21	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
BLUE RIDGE LANDFILL	MSW Sector 12 Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; installation of 2-foot-thick compacted clay liner; installation of a leachate collection system; installation of 2-foot-thick protective cover; future and existing tie-ins; construction of a stormwater management structures; installation of roads; leachate and underdrain forcemains; and other services as described in the Scope of Work. 620,500 CY of excavation	$ 3,560,224.66	Oct-21	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2020 PROJECTS			
BAYTOWN LANDFILL	Phase 5, Cell 8 Construction - Perform site preparation, excavation, common backfill placement, tie-in to existing construction, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement, stormwater control, groundwater control, sedimentation control activities, and all other related work. 65,000 CY of excavation	$ 708,750.00	Jan-21	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
WOOLWORTH ROAD LANDFILL	Woolworth Road Landfill - Run-on Ditch and Contact Water Pond Construction 2020 including clearing, grubbing, topsoil stripping/stockpiling; excavation and placement of structural fill; installation of 12" thick clay liner; installation of anchor trenches; placement of topsoil, seed, and erosion control matting; installation of stormwater control structures, including concrete box culverts, corrugated plastic pipe and corrugated metal pipe; relocation of existing HDPE forcemain pipe; installation of all-weather access roads and asphalt paved roads. 890,000 CY of excavation	$ 1,911,850.23	Oct-21	
Republic Services, Inc.				
BFI Waste Systems of Louisiana, LLC				
10580 Woolworth Rd.				
Keithville, LA 7104				
Environmental Manager - Thom Czischke (225) 257-3566				
CONSTRUCTION OF THE SOUTH DRAINAGE CHANNELS - PHASE 3 TO SERVE 2,200 ACRE MONTGOMERY COUNTY TRACT	Construction of the South Drainage Channels - Phase 3 to Serve 2,200 Acre Montgomery County Tract. Includes the excavation of 55,300 CY of earthen material to be hauled, placed and compacted on-site.	$ 165,900.00	Aug-20	
MONTGOMERY COUNTY MUD NO. 157 (MASTER DISTRICT))				
Subcontractor to SER Construction Partners, LLC				
3636 Pasadena Blvd				
Pasadena, TX 77503				
OLYMPIA FALLS PHASE I DETENTION POND	Construction of the Olympia Falls Phase I Detention Pond 401,178 CY of excavation	$ 1,341,806.52	Apr-21	
c/o LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Attn: Jason Kelly, PE., (713) 953-5200				
WCA OF ALABAMA INDUSTRIAL (FINES) LANDFILL - CELL 7A CONSTRUCTION	Cell 12 Construction - Including excavation; installation of 2-foot compacted clay liner; liner termination berms; installation of leachate collection system and concrete sump/cleanout riser retaining wall; installation of access ramp and turnaround soil pad and drainage ditch 63,089 CY of excavation	$ 826,911.75	Aug-20	
WCA of Alabama, LLC				
13737 Plant Road				
Childersburg, AL 35044				
Attn: Mr. Eduardo Choquis - (941) 500-5143				
Engineer - SCS Engineers, Mr. Brett DeVries, Ph.D., P.E. (817) 358-6110				
LAKE CHARLES FACILITY	Cell 8, Module 7 Construction 110,460 CY of excavation	$ 1,393,443.28	Jul-20	
Chemical Waste Management, Inc.				
7170 John Brannon Road				
Sulphur, LA 70665				
Attn: Amanda Olson, P.E., Market Area Engineer, (225) 667-6138				
LA GLORIA RANCH LANDFILL	La Gloria Ranch Landfill Cell 3B Construction – Project consists of excavation and construction of a liner and leachate collection system at the La Gloria Ranch Landfill. There will be 400,000 cubic yards of excavation, 27,800 cubic yards of 36" compacted clay liner installation and 17,900 cubic yards of protective cover installation. Geosynthetic materials will be installed under a separate contract. Other portions of this project include an underdrain system, flexible base for cell access roads, leachate collection line, and silt fence installation.	$ 1,584,099.45	Jun-20	
Republic Services, Inc.				
Desarrollo del Rancho La Gloria, LP				
23484 North Moorefield Road				
Edinburg, Texas 78574				
Environmental Manager - Robert Derdeyn, (210) 661-4104				
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7	Construction of the Fort Bend County Levee Improvements District No. 7 External Channel Implementation Recovery Measures (EWP Project #5103 72,395 CY of excavation	$ 4,599,872.33	Jul-20	
c/o LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Attn: Bill Ehler, PE., (713) 953-5200				
BLUE RIDGE LANDFILL	Final Cap Phase 3 East Construction including locating the existing liner tie-in; grading and placement of intermediate cover and surface preparation; installation of 18-inch soil infiltration layer; installation of 40-mil LLDPE geomembrane; installation of drainage geocomposite; installation of a 18-inch erosion layer; installation of a 6-inch topsoil layer; future final cover tie-ins; installation of a Flexamat-lined stormwater chutes; installation of concrete grouted riprap energy dissipaters; construction of drainage swales; installation of turf reinforcement matting and coconut fiber matting; and vegetation establishment.	$ 1,152,771.00	Dec-20	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
BLUE RIDGE LANDFILL	MSW Sector 11, Class 1 Sector 26D and 23C Cell Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system including geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick compacted clay liner; leachate collection system including 60-mil HDPE geomembrane liner, geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick protective cover; future and existing tie-ins; stormwater sump and channels; installation of roads; leachate and underdrain forcemains. 890,000 CY of excavation	$ 6,363,482.37	Dec-20	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
FORT BEND LANDFILL	Cell 12 Construction - Including clearing & grubbing; excavation, and structural fill; installation of compacted clay liner and protective cover; liner tie-in; underdrain system; leachate collection system; installation of soil ballest, drainage ditches and berms; and other services. 89,210 CY of excavation	$ 1,564,399.05	Apr-20	
Waste Corporation of Texas, LP				
14115 Davis Estate Rd.				
Needville, TX 77461				
Attn: Mr. Jeffrey Harris (281) 728-3945				
Engineer - SCS Engineers, Mr. Ryan Derong (281) 397-6747				
GREENBELT LANDFILL	Cell 22S and 23S Construction - Including clearing & grubbing; excavation, structural fill, and subgrade preparation; installation of compacted clay liner and protective cover; liner tie-in and anchor trench; leachate collection system; installation of haul road, access road and tipping pad; and other services.	$ 1,171,569.25	Jul-20	
Waste Corporation of Texas, LP				
14115 Davis Estate Rd.				
Needville, TX 77461				
Engineer - SCS Engineers, Mr. Ryan Derong (281) 397-6747				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
	2019 PROJECTS			
PONDEROSA REGIONAL LANDFILL	Cell 10 and 12 West Construction - Including excavation of disposal cells; existing tie-in preparation; construction of 3-feet compacted clay liner; installation of 60 mil HDPE geomembrane and leachate collection system; construction of 2-feet of protective cover; and construction of temporary perimeter ditch and berm. 97,675 CY of excavation	$ 1,250,696.22	Feb-20	
Regional Landfill Management Services, LTD.				
P.O. Box 333				
Laredo, TX 78042				
Attn: Mr. Jeffrey Harris (281) 728-3945				
Engineer - SCS Engineers, Mr. J. Roy Murray, P.E. (817) 358-6156				
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 11	Construction of the Levee Raising to FEMA +6' for Fort Bend County Levee Improvement District No. 11, Fort Bend County, Texas 36,350 CY of excavation	$ 1,382,344.38	Sep-20	
c/o LJA Engineering, Inc.				
1904 W Grand Parkway North, Suite 120				
Katy, Texas 77449				
Attn: Michael Rusk, P.E., (713) 953-5200				
GULF WEST LANDFILL	Cell 11 and 13 Construction - Including excavation of cell floor and side slope areas; construction of perimeter berm, temporary intercell and stormwater berms; removal of in place north and east temporary intercell berms; tie-in area preparation; installation of 3-foot thick re-compacted clay liner; installation of leachate collection system; and installation of 1-foot of protective cover over the geosynthetic liner. 66,330 CY of excavation	$ 2,572,435.22	Jan-21	
Republic Services, Inc.				
Gulfwest Landfill TX, LP				
2601 Jenkins Rd				
Anahuac, TX 77514				
Environmental Manager - Christi Markuten, (713) 676-7644				
GRIMES COUNTY HIGHWAY 30 FACILITY	Grimes County Highway 30 Facility – Construction of 6.8-acre disposal pit, SWD pad, TRD pad, water ponds, and other services. 370,000 CY of excavation	$ 2,469,727.80	Apr-20	
Republic EES, LLC				
3779 State Highway 30				
Anderson, TX 77830				
Sr. Manager Projects - Tim Robinson, (832) 399-4515				
WEST KENTUCKY LANDFILL	Unit 6, Phase 2 – Cell 1 Construction - Including clearing & grubbing; excavation, structural fill, and subgrade preparation; installation of compacted clay liner and protective cover; liner tie-in and anchor trench; leachate collection system; installation of haul road, access road and tipping pad; and other services. 68,415 CY of excavation	$ 2,030,340.00	Oct-19	
Waste Corporation of Tennessee, LP				
3426 Highway 45 South				
Mayfield, KY 42066				
Attn: Mr. Ethan Shackelford, P.E. - Region 1 Engineer (573) 202-1066				
Engineer - Martin & Martin, Inc, Mr. Kevin Bodner (717) 264-6759				
CONSTRUCTION OF THE SOUTH DRAINAGE CHANNELS - PHASE 1 TO SERVE 2,200 ACRE MONTGOMERY COUNTY TRACT (Contract No. 1)	Construction of the South Drainage Channels - Phase 1 to Serve 2,200 Acre Montgomery County Tract (Contract No. 1). Includes the excavation of 422,000 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner; installation of backslope interceptor structures, RC box storm sewer, concrete headwalls, slope paving, and riprap.	$ 6,175,208.41	Jul-20	
MONTGOMERY COUNTY MUD NO. 157 (MASTER DISTRICT))				
C/O LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Engineer - Chris LeBlanc, PE, (713) 953-5200				
CONSTRUCTION OF THE SOUTH DRAINAGE CHANNELS - PHASE 2 TO SERVE 2,200 ACRE MONTGOMERY COUNTY TRACT (Contract No. 2)	Construction of the South Drainage Channels - Phase 2 to Serve 2,200 Acre Montgomery County Tract (Contract No. 2). Includes the excavation of 945,105 CY of earthen material to be hauled, placed and compacted on-site; installation of clay liner; installation of backslope interceptor structures, storm sewer pipe and inlets, slope paving, and riprap.	$ 8,883,547.29	Dec-20	
MONTGOMERY COUNTY MUD NO. 157 (MASTER DISTRICT))				
C/O LJA Engineering, Inc.				
3600 W Sam Houston Parkway S, Suite 600				
Houston, Texas 77042				
Engineer - Chris LeBlanc, PE, (713) 953-5200				
ATASCOCITA RECYCLING AND DISPOSAL FACILITY	Phase 5, Cell 8 Construction - Perform excavation, common backfill placement, overburden removal, clay liner construction, geosynthetic coordination, leachate collection system installation, protective cover layer placement, dewatering system installation, enhanced cell drainage construction, stormwater & groundwater control, and all other related work. 97,500 CY of excavation	$ 1,026,154.74	Sep-19	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
COASTAL PLAINS LANDFILL	Cell T28M Construction - Perform excavation, common backfill placement, clay liner construction, geosynthetic coordination, dewatering system installation, leachate collection system installation, protective cover layer placement, containment berm construction. stormwater & groundwater control, and all other related work. 75,485 CY of excavation	$ 652,649.70	Oct-19	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				
BLUE RIDGE LANDFILL	MSW Sector 10B-8B-7B2 Cell Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system including geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick compacted clay liner; leachate collection system including 60-mil HDPE geomembrane liner, geocomposite, trenches, pipe, aggregate, geotextile wrap, and sumps; 2-foot-thick protective cover; future and existing tie-ins; stormwater sump and channels; installation of roads; leachate and underdrain forcemains.	$ 6,122,744.25	Nov-19	
Republic Services, Inc.				
Blue Ridge Landfill TX, L.P.				
2200 FM 521				
Fresno, TX 77545				
Environmental Manager - Tim Telepak , (713) 676-7669				
GALVESTON COUNTY LANDFILL	Sector 3E Cell Construction including excavation, general fill, and subgrade preparation; installation of an underdrain system; 2-foot-thick compacted clay liner; installation of a 60-mil HDPE liner and drainage geocomposite; installation of a leachate collection system including a sump, trenches, pipe, aggregate, geotextile wrap; 2-foot-thick protective cover; existing tie-ins; construction of roads and truck pad; electrical and forcemain. 490,000 CY of excavation	$ 2,765,265.99	Aug-19	
Republic Services, Inc.				
Galveston County Landfill TX, LP				
5757A Oates Road				
Houston, Texas 77078				
Environmental Manager -Christi Markuten, (713) 676-7644				
FORT BEND LANDFILL	Cell 11 Construction - Including clearing & grubbing; excavation, structural fill, and subgrade preparation; installation of compacted clay liner and protective cover; liner tie-in and anchor trench; leachate collection system; installation of haul road, access road and tipping pad; and other services. 68,415 CY of excavation	$ 1,915,263.15	Jun-19	
Waste Corporation of Texas, LP				
14115 Davis Estate Rd.				
Needville, TX 77461				
Attn: Mr. Jeffrey Harris (281) 728-3945				
Engineer - SCS Engineers, Mr. Ryan Derong (281) 397-6747				
MESQUITE CREEK LANDFILL	7.5-acre Unit 2, Phase V North liner system construction and related activities specified herein; such as: site preparation; site maintenance; dust control; furnishing, installing, and maintaining dewatering and temporary erosion and sedimentation control structures; subgrade preparation; recompacted clay (liner) excavation and construction, leachate collection corridor and chimney drain components construction, sump construction, protective cover soil placement, perimeter road and surface drainage features, storm water pond, and all related work. 521,349 CY of excavation	$ 1,734,542.56	Sep-19	
Waste Management of Texas				
Mr. Jason Lang				
9900 Giles lane				
Austin, Texas 78754				
Phone: 512-461-1870				
Engineer: Geosyntec Consultants, Marty Christman, (512) 451-4003				

CONTRACT PERSON TO CONTACT PHONE NUMBER	JOB DESCRIPTION	CONTRACT AMOUNT	% Complete or Completion Date	Projected End Date
ADDICKS FAIRBANKS LANDFILL	Closure and Drainage Construction -- Site preparation, excavation and grading, common backfill placement, clay and vegetative layer installation, addon berms and stormwater letdown installation, detention excavation and pond outlet structure, riprap spillway and outfall installation, seeding. 116,800 CY of excavation	$ 920,842.08	Jan-20	
Waste Management of Texas				
24275 Katy Freeway, Suite 450				
Katy, TX 77494				
Attn: Mr. Chuck Rivette (713) 647-5542				
Engineer - Golder Associates Inc, Mr. Reid Mathews (281) 821-6868				

Lone Star Lining Company
Partial Experience Resume

Project: EPCO Pond 7
Location: Mont Belvieu, Texas
Material: geotextile, 60 mil HD conductive, geonet
Size/Layer 1,400,000 sf
Application: Brine Pond
Contact: Tim Newton-Pender
Phone: 713-204-9268

Project: SORD Lagoon Extension
Location: Ardmore, Oklahoma
Material: 40 mil HDPE
Size/Layer 70,000 sf
Application: Leachate Pond
Contact: Troy Duke
Phone: 580-226-1276

Project: Williamson County Cell 3C
Location: Hutto, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Skyline Landfill Cell 16B
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 410,000 sf
Application: Sanitary Landfill
Contact: Caleb Hollingshead
Phone: 817-563-1144

Project: Lyondell/Equistar Pond
Location: Mt. Belvieu, Texas
Material: 60 mil HDPE/HDT, geonet
Size/Layer 90,000 sf
Application: Brine Pond
Contact: Jim Rose
Phone: 432-559-4799

Project: Martin Lake West Ash Pond Reline
Location: Tatum, Texas
Material: 60 mil HDT, GCL
Size/Layer 700,000 sf
Application: Coal Ash Pond
Contact: Eddie Noak
Phone: 512-446-7011

Project: 130 Environmental Park
Location: Lockhart, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 700,000 sf
Application: Sanitary Landfill
Contact: Gaylon Hammett
Phone: 903-271-3906

Project: Mesquite Creek Landfill Unit 2 Phase VS
Location: New Braunfels, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 150,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Hillside Cell 4B
Location: Sherman, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 180,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: AEL Phase IVD/IVE/IVF South
Location: Sand Springs, OK
Material: 60 HDPE/HDT, Geotextile
Size/Layer 505,000 sf
Application: Leachate Pond
Contact: Wade Miller
Phone: 405-269-3960

Project: Long Cove WWTP
Location: Malakoff, Texas
Material: 40 mil HDPE
Size/Layer 100,000 sf
Application: WWTP
Contact: Stetson Keen
Phone: 903-832-8001

Project: Northeastern Landfill Rain Flap
Location: Oologah, Oklahoma
Material: 12 mil Duraskrim, Wind Defender
Size/Layer 500,000 sf
Application: Temporary Cover
Contact: Bryan White
Phone: 918-352-8213

Lone Star Lining Company
Partial Experience Resume

Project: NRG Parish Pond E
Location: Thompsons, Texas
Material: 60 mil HDT, geotextile
Size/Layer 27,000 sf
Application: Wastewater Containment
Contact: David Janik
Phone: 979-541-7231

Project: Butler County Landfill Cells 18A and 19A
Location: David City, Nebraska
Material: GCL, 60 mil HDPE/HDT
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Kelly Danielson
Phone: 402-367-4669

Project: Cherokee Village B3-B4
Location: Cherokee Village, Arkansas
Material: GCL, 60 mil HDPE/HDT, Geocomposite
Size/Layer 240,000 sf
Application: Sanitary Landfill
Contact: Joe Vieceli
Phone: 832-442-2906

Project: East Texas Regional Sector 1 Cell 8C
Location: Henderson, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 162,000 sf
Application: Sanitary Landfill
Contact: Gary Bartels
Phone: 817-705-6072

Project: G & P Landfill Cell 11A - 12A
Location: Milford, Nebraska
Material: 60 mil HDPE, GCL, geotextile
Size/Layer 170,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Plumb Thicket Module 12
Location: Harper, Kansas
Material: GCL, 60 mil HDPE/HDT, Geocomposite
Size/Layer 430,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: US Ecology Cells 51-2 Phase 2
Location: Robstown, Texas
Material: 60 mil HDPE/HDT, Geonet, Geocomposite
Size/Layer 450,000 sf
Application: Hazardous Waste Landfill
Contact: Kirk Hansen
Phone: 208-489-1662

Project: Camino Real Cell 3.1B
Location: Sunland Park, New Mexico
Material: GCL, 60 mil HDPE/HDT
Size/Layer 475,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Durham Regional Landfill Cell 4
Location: Florence, Arizona
Material: GCL, 60 mil HDT, Geocomposite
Size/Layer 360,000 sf
Application: Sanitary Landfill
Contact: Dalton Ellis
Phone: 720-236-7359

Project: Front Range Landfill Cell 15
Location: Erie, Colorado
Material: 60 mil HDPE, Geocomposite
Size/Layer 890,000 sf
Application: Sanitary Landfill
Contact: Dalton Ellis
Phone: 720-236-7359

Project: Loess Hills Cell G East M
Location: Malvern, Iowa
Material: Underdrain, 60 mil HDT, geocomposite
Size/Layer 400,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Post Oak Landfill Cell 1A
Location: Kingsbury, Texas
Material: Underdrain, 60 mil HDT, geocomposite
Size/Layer 380,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 832-442-2107

Lone Star Lining Company
Partial Experience Resume

Project: SKB Cloquet Partial Cell
Location: Cloquet, Minnesota
Material: 60 mil HDPE, HDT, GCL
Size/Layer 113,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: SKB Cell 6 Phase 1
Location: Rosemount, Minnesota
Material: GCL, 80 mil HDT, Geocomposite
Size/Layer 900,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: White Oaks Cell I-II D
Location: Monroe, Louisiana
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 306,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 832-442-2107

Project: Hillside Landfill Cell 4B
Location: Sherman, Texas
Material: 60 mil HDPE, HDT, Geocomposite
Size/Layer 180,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Mesquite Creek Landfill Unit 2 Phase VS
Location: New Braunfels, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 150,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: New Boston Cell 3A
Location: New Boston, Texas
Material: 60 mil HDPE, HDT, Geocomposite
Size/Layer 200,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: SKB Lansing Phase 5
Location: Austin, Minnesota
Material: GCL, 60 mil HDPE, Geocomposite
Size/Layer 150,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Timberlane Cell 10B
Location: Oakdale, Louisiana
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 221,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 832-442-2107

Project: Atascocita Phase 6, Cell 1
Location: Humble, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Jefferson County Cell 5B
Location: Pine Bluff, Arkansas
Material: 60 mil HDT/geocomposite
Size/Layer 195,000 sf
Application: Sanitary Landfill
Contact: David Conrad
Phone: 501-804-0806

Project: New Boston Area 6 Closure
Location: New Boston, Texas
Material: 50 mil Drainliner, Geocomposite
Size/Layer 765,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Newton Complex Cell 1-15
Location: Deweyville, Texas 77614
Material: 60 mil HDPE, Geocomposite
Size/Layer 320,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Lone Star Lining Company
Partial Experience Resume

Project: Newton Complex Cell 1-16E
Location: Deweyville, Texas 77614
Material: 60 mil HDPE, Geocomposite
Size/Layer 80,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Ozark Ridge Cell 4A
Location: Pine Bluff, Arkansas
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 195,000 sf
Application: Sanitary Landfill
Contact: David Conrad
Phone: 501-804-0806

Project: Skyline Landfill Cell 16B
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 410,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: Temple Landfill Cells 1S and 2S
Location: Temple, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 430,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Williamson County Cells 3C
Location: Hutto, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Williamson County Cells 3C
Location: Hutto, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 320,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Central Missouri Landfill Cell 15
Location: Sedalia, Missouri
Material: 60 mil HDT, Geocomposite, Geotextile
Size/Layer 350,000 sf
Application: Sanitary Landfill
Contact: Marcos Elizondo
Phone: 713-292-2417

Project: Black Oak Landfill Phase 9B, 5C
Location: Hartville, Missouri
Material: 60 mil HDT, Geocomposite
Size/Layer 340,000 sf
Application: Sanitary Landfill
Contact: Marcos Elizondo
Phone: 713-292-2417

Project: AEL Leachate Pond
Location: Sand Springs, OK
Material: 60 HDT
Size/Layer 55,000 sf
Application: Leachate Pond
Contact: Wade Miller
Phone: 405-269-3960

Project: Vopak Yosemite Tanks
Location: Portland, Texas
Material: 80 mil HDPE
Size/Layer 76,000 sf
Application: Secondary Containment
Contact: Jeff Tabor
Phone: 918-223-6014

Project: Hinton Landfill Cell 8
Location: Garland, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 680,000 sf
Application: Sanitary Landfill
Contact: Gaylon Hammett
Phone: 903-271-3906

Project: S&S CISD New Middle School
Location: Sadler, Texas
Material: 40 mil HDPE
Size/Layer 15,000 sf
Application: Waterproofing
Contact: Sam Ozuna
Phone: 817-584-5129

Lone Star Lining Company
Partial Experience Resume

Project: Angelina County Leachate Pond
Location: Lufkin, Texas
Material: 60 mil HDT
Size/Layer 200,000 sf
Application: Leachate Pond
Contact: Gaylon Hammett
Phone: 903-271-3906

Project: Fountain Landfill Cell O
Location: Fountain, Colorado
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 220,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Project: Bondad Landfill Cell 11W
Location: Durango, Colorado
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 75,000 sf
Application: Sanitary Landfill
Contact: Olivia Vogelsberg
Phone: 630-917-9139

Project: Seabreeze Landfill Cell 12
Location: Angleton, Texas
Material: Underdrain, 60 mil HDPE, geocomposite
Size/Layer 540,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: Skyline Landfill Cell 16A
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 386,000 sf
Application: Sanitary Landfill
Contact: Caleb Hollingshead
Phone: 817-563-1144

Project: Keller's Creamey Lagoon
Location: Winnsboro, Texas
Material: 60 mil HDPE, Geotextile
Size/Layer 68,000 sf
Application: Wastewater Containment
Contact: Tony Heady
Phone: 817-366-8818

Project: Celina Elementary School
Location: Celina, Texas
Material: 30 mil HDPE
Size/Layer 7,700 sf
Application: Waterproofing
Contact: Jason Lowrey
Phone: 817-267-4788

Project: Plumb Thicket Module 11
Location: Harper, Kansas
Material: 60 mil HDPE/HDT, GCL, geotextile
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Ben Tucker
Phone: 303-949-5088

Project: Rolling Meadows Landfill
Location: Hazen Arkansas
Material: 60 mil HDPE, geocomposite
Size/Layer 180,000 sf
Application: Sanitary Landfill
Contact: Eduardo Choquis
Phone: 941-377-5370

Project: Jefferson Parish Cell 24 North
Location: Avondale, Louisiana
Material: GCL, 40, 60 mil HDPE, Geocomposite
Size/Layer 170,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: AEL Phase 4 North
Location: Sand Springs, OK
Material: 60 HDT, Geotextile
Size/Layer 450,000 sf
Application: Sanitary Landfill
Contact: Wade Miller
Phone: 405-269-3960

Project: Bannister Basins
Location: Kansas City, Missouri
Material: 60 mil HDPE, Geocomposite
Size/Layer 285,000 sf
Application: Stormwater Containment
Contact: Chip Zuck
Phone: 816-506-6717

Lone Star Lining Company
Partial Experience Resume

Project: Celina Elementary School
Location: Celina, Texas
Material: 30 mil HDPE
Size/Layer 7,700 sf
Application: Waterproofing
Contact: Jason Lowrey
Phone: 817-267-4788

Project: Eustace High School
Location: Eustace, Texas
Material: 30 mil HDPE
Size/Layer 15,000 sf
Application: Waterproofing
Contact: Will Cappell
Phone: 214-239-4722

Project: NRG Parish APH Pond
Location: Thompsons, Texas
Material: 60 mil HDT, geotextile
Size/Layer 65,000 sf
Application: Wastewater Containment
Contact: David Janik
Phone: 979-541-7231

Project: Pirkey Power Rain Flap Addition
Location: Hallsville, Texas
Material: 12 mil Duraskrim, Wind Defender
Size/Layer 361,000 sf
Application: Temporary Cover
Contact: Ron Franklin
Phone: 903-407-8539

Project: Snyder Landfill Cell 3A
Location: Snyder, Texas
Material: Gundseal, Geocomposite
Size/Layer 55,000 sf
Application: Sanitary Landfill
Contact: Randy Taylor
Phone: 903-649-3393

Project: Central Missouri Landfill Cell 14
Location: Sedalia, Missouri
Material: 60 mil HDT, Geocomposite, Geoptextile
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Olivia Vogelsberg
Phone: 630-917-9139

Project: Elk City Landfill Expansion
Location: Elk City, Oklahoma
Material: 60 mil HDPE/HDT, Geotextile, Geocomposite
Size/Layer 250,000 sf
Application: Sanitary Lanfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Martin Lake East Ash Pond Reline
Location: Tatum, Texas
Material: 60 mil HDPE, GCL
Size/Layer 445,000 sf
Application: Coal Ash Pond
Contact: Eddie Noak
Phone: 512-446-7011

Project: Borger Nitrogen Pond
Location: Borger, Texas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 57,000 sf
Application: Wastewater Containment
Contact: Jim Rose
Phone: 432-203-8665

Project: Prairie Valley Cell 5
Location: Cuba, Missouri
Material: 60 mil HDPE, Geotextile
Size/Layer 146,000 sf
Application: Sanitary Landfill
Contact: Jim Dallas
Phone: 573-395-4354

Project: TASWA Sector 5
Location: Whitesboro, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 900,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Project: Baytown Landfill Sector 4, Cell 4
Location: Baytown, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 108,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Lone Star Lining Company
Partial Experience Resume

Project: East Oak Cell XIII and sideslope
Location: Oklahoma City, Oklahoma
Material: GCL, 60 mil HDPE/HDT, Geotextile
Size/Layer 950,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Newton Complex Cell 1-16M
Location: Deweyville, Texas 77614
Material: 60 mil HDPE, Geocomposite
Size/Layer 115,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Williamson County Cells 3A- 3B
Location: Hutto, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 375,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Champ Landfill Cell 4A
Location: Maryland Heights, Missouri
Material: 60 mil HDT, Geotextile
Size/Layer 780,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Jefferson Parish Cell 24 North
Location: Avondale, Louisiana
Material: Gundseal, 60 mil HDT, Geocomposite
Size/Layer 170,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: Oklahoma Landfill Phase V, Sector 2
Location: Oklahoma City, Oklahoma
Material: GCL, 60 mil HDT, Geotextile
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: New Boston Cell 3A
Location: New Boston, Texas
Material: 60 mil HDPE, HDT, Geocomposite
Size/Layer 200,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Temple Landfill Cells 1N and 2N
Location: Temple, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Blossom Prairie Landfill Cell I-3B
Location: Blossom, Texas
Material: 60 mil HDPE, HDT, Geocomposite
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Gary Bartels
Phone: 817-705-6072

Project: SKB Cloquet Cells 5B & 6B
Location: Cloquet, Minnesota
Material: 60 mil HDPE, HDT, GCL
Size/Layer 120,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: L.P. Gill Phase V, Cell 1
Location: Jackson, Nebraska
Material: 60 mil HDPE, HDT, GCL, Geotextile
Size/Layer 432,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Southside Landfill Cell L
Location: Pueblo, Colorado
Material: 60 mil HDPE, geocomposite
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Lone Star Lining Company
Partial Experience Resume

Project: Timber Ridge Cell 7B
Location: Richwoods, Missouri
Material: 60 mil HDPE, Geotextile, Rain Cover
Size/Layer 113,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: West End Landfill Phase 2, Cell 5
Location: Thompsonville, Illinois
Material: 60 mil HDT, Geotextile, Geocomposite
Size/Layer 123,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Cherokee Nation Landfill
Location: Stillwell, Oklahoma
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 220,000 sd
Application: Sanitary Landfill
Contact: Greg Vance
Phone: 405-285-7720

Project: City of Enid Cell 11E
Location: Enid, Oklahoma
Material: 60 mil HDPE/HDT/Geotextile
Size/Layer 220,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: EPCO Pond 1
Location: Hutchinson, Kansas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 400,000 sf
Application: Brine Pond
Contact: Mitch Blanchard
Phone: 225-292-9007

Project: EPCO Pond 2
Location: Hutchinson, Kansas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 380,000 sf
Application: Brine Pond
Contact: Mitch Blanchard
Phone: 225-292-9007

Project: ETP Midland
Location: Stanton, Texas
Material: GCL
Size/Layer 150,000 sf
Application: Secondary Containment
Contact: Jim Rose
Phone: 432-206-8665

Project: Exxon Mobil Pond Reline
Location: Port Allen, Louisiana
Material: 60 mil HDPE
Size/Layer 36,000 sf
Application: Stormwater Pond
Contact: Mitch Blanchard
Phone: 225-292-9007

Project: Luminant Lamar Plant
Location: Paris, Texas
Material: 60 mil HDPE
Size/Layer 43,000 sf
Application: Stormwater Pond
Contact: Eddie Noak
Phone: 512-446-7011

Project: Luminant Oak Grove Cell 2 Cap
Location: Franklin, Texas
Material: 40 mil LLDT/geocomposite
Size/Layer 1,100,000 sf
Application: Coah Ash Cap
Contact: Eddie Noak
Phone: 512-446-7011

Project: Oneok Mt. Belvieu North Pond 6
Location: Baytown, Texas
Material: Geotextile, geonet, 60 mil HDPE/HDT
Size/Layer 800,000 sf
Application: Brine Pond
Contact: Tim Newton-Pender
Phone: 713-204-9268

Project: SORD Landfill Cells 5-6
Location: Ardmore, Oklahoma
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Wade Miller
Phone: 405-269-3960

Lone Star Lining Company
Partial Experience Resume

Project: US Ecology Cells 51-1 and 51-2
Location: Robstown, Texas
Material: 60 mil HDPE/HDT, Geonet, Geocomposite
Size/Layer 477,000 sf
Application: Hazardous Waste Landfill
Contact: Kirk Hansen
Phone: 208-489-1662

Project: Willis WTP
Location: Willis, Oklahoma
Material: Geotextile, 60 mil HDT
Size/Layer 650,000 sf
Application: Wastewater Treatment
Contact: Shawn Blair
Phone: 580-235-1121

Project: Buffalo Creek Landfill
Location: Iowa Park, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Brett Devries
Phone: 817-358-6110

Project: Fountain Landfill Cell N
Location: Fountain, Colorado
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Project: Jefferson Parish Cell 24 South
Location: Avondale, Louisiana
Material: GCL, 40, 60 mil HDPE, Geocomposite
Size/Layer 170,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: Oklahoma Landfill Phase V, Sector I
Location: Oklahoma City, Oklahoma
Material: GCL, 60 mil HDT, Geotextile
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: City of Waco Landfill Phase VII
Location: Waco, Texas
Material: GCL, 60 mil HDPE/HDT, Geocomposite
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: Brett Devries
Phone: 817-358-6110

Project: Butler County Landfill Cells 15A and 17A
Location: David City, Nebraska
Material: GCL, 60 mil HDPE/HDT
Size/Layer 225,000 sf
Application: Sanitary Landfill
Contact: Kelly Danielson
Phone: 402-367-4669

Project: Camino Real Cell 3.1A
Location: Sunland Park, New Mexico
Material: GCL, 60 mil HDPE/HDT
Size/Layer 416,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: Front Range Landfill Cell 14
Location: Erie, Colorado
Material: 60 mil HDPE, Geocomposite
Size/Layer 680,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Project: Nobles County Phase VI South
Location: Rushmore, Minnesota
Material: 60 mil HDT, geocomposite
Size/Layer 105,000 sf
Application: Sanitary Landfill
Contact: Eric Joens
Phone: 507-360-5858

Project: Osage LandfilL Sector 1C
Location: Bartlesville, Oklahoma
Material: 60 mil HDPE, Geotextile
Size/Layer 140,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Lone Star Lining Company
Partial Experience Resume

Project: Plumb Thicket Module 10
Location: Harper, Kansas
Material: GCL, 60 mil HDPE/HDT, Geocomposite
Size/Layer 350,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: SKB Cell 3-G
Location: Rosemount, Minnesota
Material: GCL, 80 mil HDT, Geocomposite
Size/Layer 366,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Timberlane Cell 9
Location: Oakdale, Louisiana
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 220,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 832-442-2913

Project: Weatherford Landfill
Location: Weatherford, Texas
Material: 190,000 sf
Size/Layer GCL, 60 mil HDT, Geocomposite
Application: Sanitary Landfill
Contact: Brett Devries
Phone: 817-358-6110

Project: Eco Vista Landfill 11A, South 12
Location: Springdale, Arkansas
Material: GCL, 60 mil HDT, Geocomposite
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Dave Conrad
Phone: 501-487-6158

Project: Coastal Plains Cell T28M
Location: Alvin, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 130,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Seabreeze Landfill Pond
Location: Angleton, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 150,000 sf
Application: Leachate Collection Pond
Contact: Matt Crockett
Phone: 832-442-2913

Project: Southern Plains Landfill Cell 10
Location: Alex, Oklahoma
Material: GCL, 60 mil HDPE/HDT, Geotextile
Size/Layer 200,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: Turkey Creek Sector 11A
Location: Alvarado, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 188,000 sf
Application: Sanitary Landfill
Contact: Brett Devries
Phone: 817-358-6110

Project: Western Plains Regional Area 6A
Location: Garden City, Kansas
Material: 60 mil HDPE, Geocomposite
Size/Layer 110,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: Atascocita Phase 5, Cell 8 North and South
Location: Humble, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Covel Gardens Phase IX South
Location: San Antonio, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 450,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Lone Star Lining Company
Partial Experience Resume

Project: East Oak Cells XIV and XV
Location: Oklahoma City, Oklahoma
Material: GCL, 60 mil HDPE/HDT, Geotextile
Size/Layer 600,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: New Boston Cells 1A and 2A
Location: New Boston, Texas
Material: 50 mil HDPE Drain Liner, geotextile
Size/Layer 460,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Terral WWTP
Location: Terral, Oklahoma
Material: 60 mil HDT, geotextile
Size/Layer 190,000 sf
Application: Waste Water Treatment
Contact: Shawn Blair
Phone: 580-235-1121

Project: Absolute Waste Cell 2
Location: Tecumseh, Oklahoma
Material: 60 mil HDT, geotextile
Size/Layer 257,000 sf
Application: Sanitary Landfill
Contact: Greg Vance
Phone: 405-285-7720

Project: New Boston Area 5 Cover
Location: New Boston, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 450,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Dumas WTP
Location: Stinnett, Texas
Material: GCL, 60 mil HDT
Size/Layer 20,000 sf
Application: Treatment Pond
Contact: Mike Brackney
Phone: 817-281-4470

Project: Skyline Landfill Cell 14B/15B
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Project: Winstar Pond
Location: Thackerville, Oklahoma
Material: 60 mil HDPE & Geotextile
Size/Layer 107,000 sf
Application: Wastewater Treatment
Contact: Richard Wyatt
Phone: 580-272-7564

Project: SKB Cloquet 5A and 6A
Location: Cloquet, MN
Material: 60 mil HDPE/HDT, GCL
Size/Layer 140,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: OPD Pond
Location: Mt. Belvieu, Texas
Material: 40 mil HDT, geonet
Size/Layer 42,000 sf
Application: Retention Pond
Contact: Joshua Nemeth
Phone: 281-371-5984

Project: Blossom Prairie Cell I-3A
Location: Blossom, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Ryan Kuntz
Phone: 817-571-2288

Project: NTMWD 121 RDF
Location: Melissa, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 600,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Lone Star Lining Company
Partial Experience Resume

Project: Williamson County Cell 3A - 3B
Location: Hutto, Texas
Material: 60 mil HDPE,HDT, geocomposite
Size/Layer 510,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Pecos Pond
Location: Road Jai, NM
Material: Geotextile, 40 and 60 mil HDPE, Geonet
Size/Layer 590,000 sf
Application: Frac Pond
Contact: Robert Gardner
Phone: 601-671-1025

Project: Pink Hills Acres
Location: Blue Springs, Missouri
Material: 60 mil HDT, Geotextile
Size/Layer 170,000 sf
Application: Demolition Landfill
Contact: Matt Bowen
Phone: 816-918-4445

Project: Prairie Valley Cell 4
Location: Cuba, Missouri
Material: 60 mil HDPE, Geotextile
Size/Layer 152,000 sf
Application: Sanitary Landfill
Contact: Jim Dallas
Phone: 573-395-4354

Project: Butler County Landfill Cells 15A and 17A
Location: David City, Nebraska
Material: GCL, 60 mil HDPE/HDT
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Kelly Danielson
Phone: 402-367-4669

Project: Champ Landfill Cell 1I-3B
Location: Maryland Heights, Missouri
Material: 60 mil HDT, Geotextile
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Durham Regional Landfill Cell 4
Location: Florence, Arizona
Material: GCL, 60 mil HDT, Geocomposite
Size/Layer 480,000 sf
Application: Sanitary Landfill
Contact: Mark Adams
Phone: 303-867-5505

Project: Fountain Landfill Cell M
Location: Fountain, Colorado
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 225,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Project: Front Range Landfill Cell 13
Location: Erie, Colorado
Material: 60 mil HDPE, Geocomposite
Size/Layer 680,000 sf
Application: Sanitary Landfill
Contact: Dan Liwicki
Phone: 720-845-5318

Project: SKB Cell 3-F
Location: Rosemount, Minnesota
Material: GCL, 80 mil HDT, Geocomposite
Size/Layer 215,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: SKB Cell 3-E
Location: Rosemount, Minnesota
Material: GCL, 80 mil HDT, Geocomposite
Size/Layer 315,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: SKB Lansing Phase 4
Location: Austin, Minnesota
Material: GCL, 60 mil HDPE, Geocomposite
Size/Layer 150,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Lone Star Lining Company
Partial Experience Resume

Project: Timber Ridge Cell 7A
Location: Richwoods, Missouri
Material: 60 mil HDPE, Geotextile, Rain Cover
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Western Plains Regional Area 6A
Location: Garden City, Kansas
Material: 60 mil HDPE, Geocomposite
Size/Layer 145,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Austin Community Landfill WD-13N
Location: Austin, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 750,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Baytown Landfill Sector 6 Cells 4 and 5
Location: Baytown, Texas
Material: 60 mil HDPE, Geocomposite
Size/Layer 130,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Mesquite Creek Landfill Unit 2 Phase IVN
Location: New Braunfels, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 365,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Newton Complex Cell 1-16W
Location: Deweyville, Texas 77614
Material: 60 mil HDPE, Geocomposite
Size/Layer 130,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Orchard Ridge Landfill Cap
Location: Menomomee Falls, Wisconsin
Material: 40 mil LLT, Geocomposite
Size/Layer 915,000 sf
Application: Landfill Cap
Contact: Steve Myer
Phone: 414-788-4485

Project: Skyline Landfill Cell 14B/15B
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 550,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Project: Martin Lake PDP #4 Closure
Location: Tatum, Texas
Material: 40 mil LLT
Size/Layer 148,000 sf
Application: Closure
Contact: Bill Morgan
Phone: 254-939-8610

Project: Williamson County Cell 3A
Location: Hutto, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 510,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: DFW Landfill Cell D1C2
Location: Lewisville, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 425,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Austin Community Landfill Piggyback
Location: Austin, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 265,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Lone Star Lining Company
Partial Experience Resume

Project: Edinburg Unit 6, Cell 5B
Location: Edinburg, Texas
Material: GCL, 60 mil HDPE/HDT, geocomposite
Size/Layer 355,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: EPCO Pond 5
Location: Mont Belvieu, Texas
Material: geotextile, 60 mil HD conductive, geonet
Size/Layer 1,400,000 sf
Application: Brine Pond
Contact: Tim Newton-Pender
Phone: 713-734-3090

Project: Kingston WWTP
Location: Kingston, Oklahoma
Material: 60 mil HDT, geotextile
Size/Layer 636,000 sf
Application: Waste Water Treatment
Contact: Tom Pelton
Phone: 580-221-4288

Project: Twin Oaks Sector 2B-1
Location: Anderson, Texas
Material: 60 mil/HDT, geocomposite
Size/Layer 450,000 sf
Application: Sanitary Landfill
Contact: Samantha Best
Phone: 979-764-3878

Project: Camino Real Cell 10B-2
Location: El Paso, Texas
Material: 60 mil HDPE/HDT, GCL
Size/Layer 216,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Fountain Landfill Cell L
Location: Fountain, Colorado
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 300,000 sf
Application: Sanitary Landfill
Contact: Ken Manzo
Phone: 719-491-7944

Project: Mesquite Creek Landfill Unit 2 Phase IVS
Location: New Braunfels, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 437,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Blossom Prairie Cell !-2D
Location: Paris, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 152,000 sf
Application: Sanitary Landfill
Contact: Josh Bray
Phone: 903-517-6268

Project: Sandow A-1 Phase 3
Location: Rockdale, Texas
Material: 40 mil LLT, geocomposite
Size/Layer 300,000 sf
Application: Coal Ash Cap
Contact: Eddie Noak
Phone: 512-446-7011

Project: EPCO Pond 6
Location: Mont Belvieu, Texas
Material: geotextile, 60 mil HD conductive, geonet
Size/Layer 1,400,000 sf
Application: Brine Pond
Contact: Tim Newton-Pender
Phone: 713-734-3090

Project: Champ Landfill Cell 1H
Location: Maryland Heights, Missouri
Material: 60 mil HDT, geotextile
Size/Layer 129,000 sf
Application: Sanitarty Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Osage Landfill Sector 2C
Location: Barltesville, Oklahoma
Material: 60 mil HDPE, geotextile
Size/Layer 140,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Lone Star Lining Company
Partial Experience Resume

Project: G & P Landfill Cell 10 B
Location: Milford, Nebraska
Material: 60 mil HDPE, GCL, geotextile
Size/Layer 108,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Red Carpet Landfill
Location: Meno, Oklahoma
Material: 60 mil HDPE/HDT, geotextile
Size/Layer 175,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Southside Landfill Cell F
Location: Pueblo, Colorado
Material: 60 mil HDPE, geocomposite
Size/Layer 272,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Atascocita Cells 5 and 6S
Location: Humble, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 600,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: New Boston Area 4 Final Cover
Location: New Boston, Texas
Material: 50 mil HDPE Drain Liner, geotextile
Size/Layer 450,000 sf
Application: Landfill Cap
Contact: Guy Campbell
Phone: 405-417-8124

Project: City of Beaumont Cell 2
Location: Beaumont, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 338,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Plumb Thicket Module 9
Location: Harper, Kansas
Material: 60 mil HDPE/HDT, GCL, geotextile
Size/Layer 323,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: SKB Cell 3E and 4G
Location: Rosemount, Minnesota
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 106,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: Williams Pond 5
Location: McPherson, Kansas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 280,000 sf
Application: Brine Pond
Contact: Jim Rose
Phone: 432-203-8665

Project: Atascocita Cells 6N and 7
Location: Humble, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 488,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Skyline Landfill Cell 14A
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 302,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Project: Fort Hood Area 4, Cell 4
Location: Fort Hood, Texas
Material: 60 mil HDPE/HDT, GCL, geocomposite
Size/Layer 430,000 sf
Application: Sanitary Landfill
Contact: John Barnett
Phone: 800-554-6790

Lone Star Lining Company
Partial Experience Resume

Project: City of End Cells 9A9B10A10B
Location: Enid, Oklahoma
Material: 60 mil HDPE/HDT, geotextile
Size/Layer 155,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Luminant AX Landfill Cell 2A
Location: Rockdale, Texas
Material: 30 mil Gundseal
Size/Layer 3,750,000 sf
Application: Coal Ash Cell
Contact: Eddie Noak
Phone: 512-446-7011

Project: Chevron Sweetwater
Location: Sweetwater, Texas
Material: 40 mil LLDPE, geotextile
Size/Layer 110,000 sf
Application: Decon Pads
Contact: Mitch Blanchard
Phone: 225-773-9631

Project: U. S. Ecology Cells 50-4 and 50-5
Location: Robstown, Texas
Material: 60 mil HDPE/HDT, geonet, composite
Size/Layer 392,000 sf
Application: Landfill
Contact: Eddie Noak
Phone: 512-446-7011

Project: Front Range Landfill Cell 12
Location: Erie, Colorado
Material: 60 mil HDPE, geocomposite
Size/Layer 680,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Osage Landfill Sector 1B-2B
Location: Bartlesville, Oklahoma
Material: 60 mil HDPE/HDT, geotextile
Size/Layer 190,000 sf
Application: Sanitary Landfill
Contact: Chris Friis
Phone: 918-914-2258

Project: New Franklin WTP
Location: New Franklin, Missouri
Material: 80 mil HDT
Size/Layer 38,0000 sf
Application: Sedimentation Basins
Contact: Scott Schieber
Phone: 573-657-7380

Project: Red Gate Liner
Location: Edinburg, Texas
Material: 40 mil PVC
Size/Layer 40,000 sf
Application: Evaporation Pond
Contact: Scott Bennett
Phone: 956-535-3301

Project: Luminant Sandow A1, Phase 2 Closure
Location: Rockdale, Texas
Material: 40 mil LLT, GCL, geocomposite
Size/Layer 670,000 sf
Application: Coal Ash Closure
Contact: Eddie Noak
Phone: 512-446-7011

Project: Camino Real Cell 10B
Location: El Paso, Texas
Material: 60 mil HDPE/HDT, GCL
Size/Layer 216,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Lansing Phase 3
Location: Lansing, Minnesota
Material: 60 mil HDPE/HDT, GCL, geocomposite
Size/Layer 165,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: SKB Cell 4F
Location: Rosemount, Minnesota
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 145,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Lone Star Lining Company
Partial Experience Resume

Project: Seabreeze Landfill Cell 10
Location: Angleton, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 315,000 sf
Application: Sanitary Landfill
Contact: Dave Matthews
Phone: 979-848-1157

Project: Williams Pond 6
Location: McPherson, Kansas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 275,000 sf
Application: Brine Pond
Contact: Jim Rose
Phone: 432-203-8665

Project: Austin Community Landfill Cell WD-12B
Location: Austin, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 178,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Deffenbaugh Phase 1M, Stage C
Location: Shawnee, Kansas
Material: 60 mil HDT, GCL, geotextile
Size/Layer 465,000 sf
Application: Sanitary Landfill
Contact: Darryl Basham
Phone: 913-238-2531

Project: Lacy Lakeview Cell 3-5
Location: Waco, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 291,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Security Landfill Phase V, Cell 4
Location: Cleveland, Texas
Material: 60 mil HDPE/HDT, GCL, geocomposite
Size/Layer 389,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Southside Landfill Cell E
Location: Pueblo, Colorado
Material: 60 mil HDPE, geocomposite
Size/Layer 90,000 sf
Application: Sanitary Landfill
Contact: Matt Crockett
Phone: 303-867-5506

Project: Williams Pond 1
Location: McPherson, Kansas
Material: 40 mil HDPE, geonet, 60 mil HDPE/HDT
Size/Layer 175,000 sf
Application: Brine Pond
Contact: Jim Rose
Phone: 432-203-8665

Project: Atascocita Phase 5 Cell 4
Location: Humble, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 455,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Austin Community Landfill Cell WD-12A
Location: Austin, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 277,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Newton County Cell I-13
Location: Deweyville, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 198,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Skyline Landfill Cell 13C
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 203,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Lone Star Lining Company
Partial Experience Resume

Project: Aleris Recycling
Location: Sapulpa, Oklahoma
Material: 40 mil LLT, geocomposite, geotextile
Size/Layer 73,000 sf
Application: Cover
Contact: Turguy Ertugrul
Phone: 918-665-6575

Project: Luminant AX Landfill Cell 2
Location: Rockdale, Texas
Material: 30 mil Gundeal
Size/Layer 1,400,000 sf
Application: Coal Ash Cell
Contact: Eddie Noak
Phone: 512-446-7011

Project: Feagins Recycle Pit
Location: Kingfisher County, Oklahoma
Material: 60 mil HDPE, geonet
Size/Layer 660,000 sf
Application: Pond
Contact: Jeff Tabor
Phone: 918-223-6014

Project: Jefferson City Landfill Cell 1
Location: Jefferson City, Missouri
Material: 60 mil HDPE, geocomposite
Size/Layer 150,000 sf
Application: Sanitary Landfill
Contact: Jim Dallas
Phone: 573-395-4354

Project: Winstar Pond #2
Location: Thackerville, Oklahoma
Material: 60 mil HDT
Size/Layer 120,000 sf
Application: Irrigation Pond
Contact: Greg Korneta
Phone: 815-341-5131

Project: Covel Gardens Phase IX North
Location: San Antonio, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 718,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Blossom Prairie Cell !-2B
Location: Paris, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 145,000 sf
Application: Sanitary Landfill
Contact: Josh Bray
Phone: 903-517-6268

Project: Cefe Valenzuela Landfill Sectors 1B & 1C
Location: Corpus Christi, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 855,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Haviland WTP
Location: Haviland, Kansas
Material: 60 mil HDPE/HDT, geonet
Size/Layer 42,000 sf
Application: WTP
Contact: Jeff Shaw
Phone: 620-662-6726

Project: Luminant Oak Grove FGD-C Pond
Location: Franklin, texas
Material: 60 mil HDT
Size/Layer 751,000 sf
Application: Pond
Contact: Eddie Noak
Phone: 512-446-7011

Project: Prairie Valley Landfill Phase 3
Location: Cuba, Missouri
Material: 60 mil HDT, geotextile
Size/Layer 202,000 sf
Application: Sanitary Landfill
Contact: Jim Dallas
Phone: 573-395-4354

Project: Skyline Landfill Cell 13A
Location: Ferris, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 449,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Lone Star Lining Company
Partial Experience Resume

Project: Skyline Landfill Cell 12B and 13B
Location: Ferris, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 209,000 sf
Application: Sanitary Landfill
Contact: David Clark
Phone: 817-563-1144

Project: Wireway Addition
Location: Dallas, Texas
Material: 60 mil HDPE, geotextile
Size/Layer 14,000 sf
Application: Methane Barrier
Contact: Robert Haddox
Phone: 936-494-2001

Project: Turkey Creek Cell 6A
Location: Alvarado, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 400,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: Turkey Creek Cell 7A
Location: Alvarado, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 260,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: CSC Landfill Phase I Closure
Location: Avalon, Texas
Material: 40 mil LLT, geocomposite, geotextile
Size/Layer 584,000 sf
Application: Landfill Cap
Contact: Gregg Adams
Phone: 817-563-1144

Project: Dyess AFB Soccer Base
Location: Abilene, Texas
Material: 12 mil Reinforced polyethylene
Size/Layer 63,000 sf
Application: Athletic Field Liner
Contact: Gregg Williams
Phone: 281-856-9255

Project: Muskogee Landfill Cell 11A
Location: Muskogee, Oklahoma
Material: 60 mil HDPE/HDT, geotextile
Size/Layer 172,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: CSC Repair Phase IIIA
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: CSC Landfill Phase III, Cell 3B
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 270,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: Ferrell Gas Brine Pond #3
Location: Hurchinson, Kansas
Material: 40 & 60 mil HDPE/HDT, geonet
Size/Layer 400,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: CSC Landfill Phase III, Cell 12B
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 187,308 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: Rock Prairie Landfill
Location: College Station, Texas
Material: geocomposite
Size/Layer 40,000 sf
Application: Underdrain
Contact: Pat Kamesch
Phone: 972-337-7371

Lone Star Lining Company
Partial Experience Resume

Project: Williams Energy Pond #7 Re-line
Location: McPherson, Kansas
Material: 40 & 60 mil HDPE/HDT, geonet
Size/Layer 250,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Fort Worth SE
Location: Fort Worth, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 440,682 sf
Application: Sanitary Landfill
Contact: Gordon Spradley
Phone: 281-848-3706

Project: Williams Field Services
Location: Ignacio, Colorado
Material: 60 mil HDPE
Size/Layer 180,000 sf
Application: Brine Pond Rehab
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Clinton County Landfill
Location: Frankfort, Indiana
Material: 30 mil PVC, geotextile
Size/Layer 198,000 sf
Application: Sanitary Landfill
Contact: Derek Mauntel
Phone: 219-661-3101

Project: CSC Landfill Phase III, Cell 3A
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 135,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: CSC Landfill Phase III Remediation
Location: Avalon, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 40,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: Blue Ridge Landfill
Location: Fresno, Texas
Material: 60 mil HDPE
Size/Layer 15,000 sf
Application: Rain Flap
Contact: Pat Kamesch
Phone: 972-337-7371

Project: Greenridge Landfill
Location: Wheeling, West Virginia
Material: 40 mil LLT, geocomposite
Size/Layer 138,000 sf
Application: Landfill Closure
Contact: Brian Card
Phone: 803-802-6713

Project: Grant County Feeders
Location: Ulysses, Kansas
Material: 40 mil HDPE
Size/Layer 280,000 sf
Application: Stormwater Pond
Contact: Dennis Wood
Phone: 620-356-4466

Project: Trinity Oaks Landfill Closure
Location: Mesquite, Texas
Material: GCL
Size/Layer 2,962,000 sf
Application: Landfill Closure
Contact: Gordon Spradley
Phone: 281-848-3706

Project: Camelot Cell 5A
Location: Lewisville, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 400,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: ECD Cell 4B
Location: Ennis, Texas
Material: 60 mil HDPE, geocomposite
Size/Layer 220,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Lone Star Lining Company
Partial Experience Resume

Project: Legends at Lake LBJ
Location: Kingsland, Texas
Material: 40 mil HDT
Size/Layer 240,000 sf
Application: Golf Course Pond
Contact: Nick Tomlin
Phone: 432-688-8100

Project: Big River Landfill
Location: Greenville, Mississippi
Material: 12 mil B/W
Size/Layer 120,000 sf
Application: Rain Cover
Contact: Charlie Hickman
Phone: 318-428-9316

Project: Itasca Landfill Phase 2A
Location: Itasca, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 210,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: Cactus Waste Cell 1B
Location: Florence, Arizona
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 240,000 sf
Application: Sanitary Landfill
Contact: Shawn McCash
Phone: 561-237-3414

Project: Rumpke Phase IIB
Location: Cincinnati, Ohio
Material: 60 HDT, geotextile
Size/Layer 1,621,000 sf
Application: Sanitary Landfill
Contact: John Hattersley
Phone: 513-851-0122

Project: Itasca Landfill Cells 6/7
Location: Itasca, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 180,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: Cactus Waste Pond
Location: Florence, Arizona
Material: 40 mil HDPE
Size/Layer 40,000 sf
Application: Retention Pond
Contact: Shawn McCash
Phone: 561-237-3414

Project: Abilene Southside WTP
Location: Abilene, Texas
Material: 60 mil HDT
Size/Layer 72,000 sf
Application: Slope Protection
Contact: Kyle Doby
Phone: 325-695-6283

Project: Turkey Creek Cell 7B/8A
Location: Alvarado, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 440,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: Granger Waste Cell 9-05
Location: Lansing, Michigan
Material: 60 mil HDPE/HDT, GCL, geotextile
Size/Layer 575,000 sf
Application: Sanitary Landfill
Contact: Rick French
Phone: 517-372-2800

Project: Lemmons Landfill
Location: Dexter, Missouri
Material: 30 mil PVC
Size/Layer 80,000 sf
Application: Sanitary Landfill
Contact: Pat Kamesch
Phone: 972-337-7371

Project: Fort Worth Southeast
Location: Kennedale, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 600,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Lone Star Lining Company
Partial Experience Resume

Project: County Line Landfill
Location: Argos, Indiana
Material: Woven geotextile
Size/Layer 457,380 sf
Application: Compost Pile
Contact: Terry Zona
Phone: 219-394-2808

Project: Broken Bow Landfill
Location: Broken Bow, Oklahoma
Material: 60 mil HDPE, geonet, geotextile
Size/Layer 109,000 sf
Application: Sanitary Landfill
Contact: Frtiz Easterberg
Phone: 660-656-9506

Project: CSC Cell 11
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 498,000 sf
Application: Sanitary Landfill
Contact: Dennis Delasandri
Phone: 972-627-3461

Project: Cherokee Nation Landfill
Location: Stillwell, Oklahoma
Material: 60 mil HDT
Size/Layer 296,000 sf
Application: Sanitary Landfill
Contact: Gavin James
Phone: 918-665-6575

Project: Williams Field Services
Location: Ignacio, Colorado
Material: 60 mil HDPE
Size/Layer 190,000 sf
Application: Brine Pond Rehab
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Deffenbaugh Phase 5 Pond
Location: Shawnee, Kansas
Material: 60 mil HDPE/HDT
Size/Layer 154,000 sf
Application: Sedimentation Pond
Contact: Darryl Basham
Phone: 913-667-8764

Project: Greenwood Farms
Location: Tyler, Texas
Material: 60 mil HDPE, geocomposite
Size/Layer 183,000 sf
Application: Sanitary Landfill
Contact: Pat Kamesch
Phone: 972-337-7371

Project: Pirkey Power Plant
Location: Hallsville, Texas
Material: 30 mil PVC, GCL, 60 mil HDT, geotextile
Size/Layer 1,100,000 sf
Application: Ash landfill
Contact: Bill Morgan
Phone: 254-939-8610

Project: Pink Hill Acres Landfill
Location: Blue Springs, Missouri
Material: 60 mil HDT, geocomposite, geotextile
Size/Layer 215,000 sf
Application: Sanitary Landfill
Contact: Jamie Kidwell
Phone: 816-537-7677

Project: Turkey Creek Cell 8B
Location: Alvarado, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 130,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 817-790-2912

Project: Williams Energy Pond E Re-line
Location: McPherson, Kansas
Material: 40 & 60 mil HDPE/HDT, geonet
Size/Layer 430,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Williams Field Services
Location: Ignacio, Colorado
Material: 60 mil HDPE
Size/Layer 25,000 sf
Application: Overflow Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Lone Star Lining Company
Partial Experience Resume

Project: Sooner Landfill
Location: Wewoka, Oklahoma
Material: 60 mil HDPE, geotextile
Size/Layer 195,000 sf
Application: Sanitary Landfill
Contact: Fritz Easterberg
Phone: 660-656-9506

Project: Rock Prairie Road Landfill
Location: College Station. Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 504,000 sf
Application: Sanitary Landfill
Contact: Samantha Best
Phone: 979-764-3832

Project: Medina Pond
Location: Medina, Texas
Material: 30 mil PE/ 60 mil HDT
Size/Layer 23,000 sf
Application: Fish Pond
Contact: Norman Marshall
Phone: 830-426-9985

Project: Flint Hills Resources
Location: Waco, Texas
Material: GCL
Size/Layer 28,000 sf
Application: Fuel Tank Secondary Containment
Contact: Scott Barnett
Phone: 254-666-7117

Project: Show Me Landfill
Location: Warrensburg, Missouri
Material: 60 HDT, geotextile
Size/Layer 180,000 sf
Application: Landfill Cell
Contact: Brad Zimmerman
Phone: 573-634-3307

Project: Courtney Ridge Landfill
Location: Sugar Creek, Missouri
Material: 60 HDPE, GCL, Geocomposite
Size/Layer 360,000 sf
Application: Landfill Cell
Contact: Brad Zimmerman
Phone: 573-634-3307

Project: Cactus Waste 1C
Location: Florence, Arizona
Material: 60 mil HDT, GCL, Geotextile
Size/Layer 371,000 sf
Application: Sanitary Landfill
Contact: Shawn McCash
Phone: 561-237-3414

Project: San Angelo Landfill
Location: San Angelo, Texas
Material: GCL, 60 mil HDPE/HDT, Geocomposite
Size/Layer 323,000 sf
Application: Sanitary Landfill
Contact: Chad Davis
Phone: 325-655-6869

Project: El Paso Energy
Location: Falfurrias, Texas
Material: 40 mil HDPE
Size/Layer 106,000 sf
Application: Evaporation Pond
Contact: Lisa Montemayor
Phone: 713-423-7300

Project: Texas 4-H Center Tank
Location: Brownwood, Texas
Material: 60 mil HDPE
Size/Layer 1,300 sf
Application: Non-Potable Tank Re-lining
Contact: Richard Kirschenmann
Phone: 512-797-4986

Project: Backridge Landfill
Location: La Grange, Missouri
Material: 60 HDPE, Geotextile
Size/Layer 116,000 sf
Application: Landfill Cell
Contact: Brad Zimmerman
Phone: 573-634-3307

Project: Alderson Landfill
Location: Alderson, Oklahoma
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 120,000 sf
Application: Landfill Cell
Contact: LaShanda Hines
Phone: 405-606-8606

Lone Star Lining Company
Partial Experience Resume

Project: Camelot Landfill
Location: Lewisville, Texas
Material: 60 HDPE/HDT, Geocomposite
Size/Layer 300,000 sf
Application: Landfill Cell
Contact: Mark Meadows
Phone: 972-436-4217

Project: Lemons Landfill
Location: Dexter, MO
Material: 60 mil HDT, geotextile, PVC
Size/Layer 138,000 sf
Application: Landfill Cell
Contact: Allen Steinkamp
Phone: 314-739-1919

Project: Chevron-Philips Hoskins Mound
Location: Angleton, Texas
Material: Reinforced GCL
Size/Layer 175,000 sf
Application: Closure
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Lewisville Landfill
Location: Lewisville, Texas
Material: Geocomposite
Size/Layer 240,000 sf
Application: C + D Cell
Contact: Mark Meadows
Phone: 972-436-4217

Project: Con Agra Lagoon
Location: Huntsville, AR
Material: Bentomat CL
Size/Layer 45,000 sf
Application: Waste Water Lagoon
Contact: Carl Burris
Phone: 479-737-1026

Project: City of Lamesa Landfill
Location: Lamesa, Texas
Material: 60 mil HDPE/HDT, GCL, Geocomposite
Size/Layer 175,000 sf
Application: Landfill Cell
Contact: Mike Brackney
Phone: 817-281-4470

Project: Itasca Landfill
Location: Itasca, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 350,000 sf
Application: Landfill Cell
Contact: Jane Berry
Phone: 817-790-0311

Project: Mexia Landfill
Location: Mexia, Texas
Material: 60 HDPE/HDT, Geocomposite
Size/Layer 150,000 sf
Application: Landfill Cell
Contact: Burgess Stengl
Phone: 281-673-2048

Project: Itasca Landfill
Location: Itasca, Texas
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 660,000 sf
Application: Landfill Cell
Contact: Jane Berry
Phone: 817-790-0311

Project: Chevron Philips Clemens Terminal
Location: Clute, Texas
Material: 40 HDPE, 60 HDPE/HDT, Geonet
Size/Layer 430,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Enterprise Ponds - Seminole
Location: Seminole, Texas
Material: 40 mil HDPE/GEONET/60mil HDPE/HDT
Size/Layer 1,400,000 sf
Application: Brine Ponds
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Fort Bend Regional Landfill
Location: Needville, Texas
Material: 60 HDPE/HDT, GCL, Geocomposite
Size/Layer 540,000 sf
Application: Landfill Cell
Contact: John Carrington
Phone: 979-793-4430

Lone Star Lining Company
Partial Experience Resume

Project: Kinder Morgan Brine Pond
Location: Dayton, Texas
Material: 40 mil HDPE, 60 mil HDPE, Geonet
Size/Layer 51,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Mega Bingo WWTP
Location: Goldsby, OK
Material: 60 HDPE, Geotextile
Size/Layer 776,000 sf
Application: Wastewater Treatment Ponds
Contact: Perry Streebin
Phone: 405-364-0900

Project: Rumpke Landfill
Location: Cincinnati, OH
Material: Geotextile
Size/Layer 685,000 sf
Application: Cell Expansion
Contact: John Butler
Phone: 513-851-0122

Project: Sand Springs Landfill
Location: Sand Springs, OK
Material: 60 HDT, Geocomposite
Size/Layer 205,000 sf
Application: Landfill Cell
Contact: Fritz Easterberg
Phone: 660-656-9506

Project: Pendleton Landfill
Location: Butler, KY
Material: 60 HDT, GCL, Geocomposite
Size/Layer 224,000 sf
Application: Landfill Cell
Contact: Jim Hext
Phone: 513-851-0122

Project: Jack County Generation Facility
Location: Bridgeport, Texas
Material: 60 HDPE
Size/Layer 100,000 sf
Application: Cooling Pond
Contact: Joe Dan Collier
Phone: 325-573-3359

Project: Fort Hood Landfill
Location: Killeen, Texas
Material: 60 mil HDPE/HDT, GCL, Geocomposite
Size/Layer 130,000 sf
Application: Landfill Cell
Contact: John Barnett
Phone: 800-554-6790

Project: Modern Landfill
Location: Model City, NY
Material: 80 HDT, GCL, Geocomposite, Geotextile
Size/Layer 3,000,000 sf
Application: Landfill Cell
Contact: Jim Goehrig
Phone: 800-662-0012

Project: Beech Hollow Landfill
Location: Wellston, OH
Material: 60 HDT, Geotextile
Size/Layer 265,000 sf
Application: Cell Expansion
Contact: Jim Hext
Phone: 513-851-0122

Project: Roxanna Landfill
Location: Roxanna, IL
Material: 60 mil HDT
Size/Layer 211,000 sf
Application: Landfill Cell
Contact: Pat Kamesch
Phone: 972-337-7371

Project: Brown County Landfill
Location: Georgetown, OH
Material: 60 HDT, Geocomposite
Size/Layer 70,000 sf
Application: Cell Expansion
Contact: Jim Hext
Phone: 513-851-0122

Project: Fort Hood Landfill Cell 6
Location: Killeen, Texas
Material: 60 mil HDPE/HDT, GCL, Geocomposite
Size/Layer 110,000 sf
Application: Landfill Cell
Contact: John Barnett
Phone: 800-554-6790

Lone Star Lining Company
Partial Experience Resume

Project: Cactus Waste Cell 2A
Location: Florence, Arizona
Material: 60 mil HDT, GCL, Geotextile
Size/Layer 345,000 sf
Application: Sanitary Landfill
Contact: Shawn McCash
Phone: 561-237-3414

Project: Wasatch Valley Landfill
Location: North Skull Valley, Utah
Material: 60 mil HDPE/HDT, GCL, Composite
Size/Layer 580,000 sf
Application: Sanitary Landfill
Contact: Darin Olson
Phone: 435-888-4418

Project: Hoskins Mound Closure
Location: Angleton, Texas
Material: GCL
Size/Layer 205,000 sf
Application: Landfill Closure
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Fort Worth Southeast
Location: Kennedale, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 450,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 254-687-2511

Project: Deffenbaugh Phase VI
Location: Shawnee, Kansas
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 1,643,000 sf
Application: Sanitary Landfill
Contact: Darryl Basham
Phone: 913-667-8764

Project: Paul's Valley Landfill
Location: Paul's Valley, Oklahoma
Material: 60 mil HDPE, geotextile
Size/Layer 190,000 sf
Application: Sanitary Landfill
Contact: Fritz Easterberg
Phone: 660-656-9506

Project: Washington County Landfill
Location: St. George, Utah
Material: 60 mil HDT, GCL, Geotextile
Size/Layer 127,000 sf
Application: Sanitary Landfill
Contact: Darin Olson
Phone: 435-888-4418

Project: Enterprise - Adamana Facility
Location: Holbrook, Arizona
Material: 40 mil HDPE, 60 mil HDPE, geonet
Size/Layer 450,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Rio Grande Landfill
Location: Donna, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 228,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: Blue Ridge Landfill
Location: Fresno, Texas
Material: 60 mil HDPE
Size/Layer 585,000 sf
Application: Sanitary Landfill
Contact: Baron Tucker
Phone: 713-671-1538

Project: Lewisville Landfill
Location: Lewisville, Texas
Material: Geocomposite
Size/Layer 240,000 sf
Application: C + D Cell
Contact: Mark Meadows
Phone: 972-436-4217

Project: Quarry Landfill Cell 22
Location: Tulsa, Oklahoma
Material: 60 mil HDT, GCL, geotextile
Size/Layer 579,000 sf
Application: Sanitary Landfill
Contact: Peter Schultze
Phone: 918-437-7773

Lone Star Lining Company
Partial Experience Resume

Project: Quarry Landfill Cell 23
Location: Tulsa, Oklahoma
Material: 60 mil HDT, GCL, geotextile
Size/Layer 579,000 sf
Application: Sanitary Landfill
Contact: Peter Schultze
Phone: 918-437-7773

Project: Pleasant Oaks 12A/13A
Location: Mt. Pleasant, Texas
Material: 60 mil HDPE, geocomposite
Size/Layer 140,000 sf
Application: Sanitary Landfill
Contact: Burgess Stengl
Phone: 903-566-3642

Project: Plumb Thicket
Location: Harper, Kansas
Material: 60 mil HDPE
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Mark Adams
Phone: 303-708-8359

Project: Apache Junction Cells 7 and 8
Location: Apache Junction, Arizona
Material: 60 mil HDT, GCL
Size/Layer 336,000 sf
Application: Sanitary Landfill
Contact: Doug Sawyer
Phone: 602-908-0225

Project: Copper Mountain Landfill
Location: Wellton, Arizona
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 321,000 sf
Application: Sanitary Landfill
Contact: Mark Adams
Phone: 303-708-8359

Project: Tower Landfill
Location: Commerce City, Colorado
Material: Geocomposite
Size/Layer 126,000 sf
Application: Sanitary Landfill
Contact: Elizabeth Stengl
Phone: 303-371-5115

Project: Modern Landfill Northwest Overfill
Location: Model City, NY
Material: 80 HDT, GCL, Geocomposite, Geotextile
Size/Layer 600,000 sf
Application: Sanitary Landfill
Contact: Jim Goehrig
Phone: 800-662-0012

Project: Southern Plains Landfill
Location: Alex, Oklahoma
Material: 60 mil HDPE/HDT, GCL, geotextile
Size/Layer 380,000 sf
Application: Sanitary Landfill
Contact: Mark Adams
Phone: 303-708-8359

Project: City of Fredericksburg
Location: Fredericksburg, Texas
Material: 60 mil HDPE & HDT, GCL, geocomposite
Size/Layer 160,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Southwest Landfill Cell 6A
Location: Buckeye, Arizona
Material: 60 mil HDT, GCL
Size/Layer 390,000 sf
Application: Sanitary Landfill
Contact: Doug Sawyer
Phone: 602-908-0225

Project: Apache Junction Cells 3C and 7A
Location: Apache Junction, Arizona
Material: 60 mil HDT, GCL
Size/Layer 371,000 sf
Application: Sanitary Landfill
Contact: Doug Sawyer
Phone: 602-908-0225

Project: Foothills Landfill
Location: Golden, Colorado
Material: 60 mil HDT, geocomposite
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Elizabeth Stengl
Phone: 303-371-5115

Lone Star Lining Company
Partial Experience Resume

Project: Plumb Thicket Module 4
Location: Harper, Kansas
Material: 60 mil HDPE
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Mark Adams
Phone: 303-708-8359

Project: Itasca Landfill Phase 4
Location: Itasca, Texas
Material: 60 mil HDPE & HDT, geocomposite
Size/Layer 640,000 sf
Application: Sanitary Landfill
Contact: Jane Berry
Phone: 254-687-2511

Project: Sunset Farms Landfill
Location: Manor, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 440,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: Modern Landfill North Overfill
Location: Model City, NY
Material: 80 HDT, GCL, Geocomposite, Geotextile
Size/Layer 1,000,000 sf
Application: Sanitary Landfill
Contact: Jim Goehrig
Phone: 800-662-0012

Project: Wasatch Valley Landfill
Location: North Skull Valley, Utah
Material: 60 mil HDPE/HDT, GCL, Composite
Size/Layer 396,000 sf
Application: Sanitary Landfill
Contact: Darin Olson
Phone: 435-888-4418

Project: Southwest Regional Landfill
Location: Bukeye, Arizona
Material: 60 mil HDT, Geotextile
Size/Layer 375,000 sf
Application: Sanitary Landfill
Contact: Doug Sawyer
Phone: 602-908-0225

Project: Gulfwest Landfill Closure Phase I
Location: Anahuac, Texas
Material: 40 mil LLT, GCL, Geocomposite
Size/Layer 784,080 sf
Application: Landfill Closure
Contact: Scott Trebus
Phone: 713-671-1538

Project: Kerrville Landfill
Location: Kerrville, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 94,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: Tessman Road Landfill Cell IV-2
Location: San Antonio, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 566,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: Gulfwest Landfill Cap
Location: Anahuac, Texas
Material: 40 mil LLT, GCL, Geocomposite
Size/Layer 1,000,000 sf
Application: Landfill Cap
Contact: Scott Trebus
Phone: 281-673-2048

Project: Washington County Landfill
Location: St. George, Utah
Material: 60 mil HDT, GCL, Geotextile
Size/Layer 130,000 sf
Application: Sanitary Landfill
Contact: Darin Olson
Phone: 435-888-4418

Project: CSC Landfill Cell 4A
Location: Avalon, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 270,000 sf
Application: Sanitary Landfill
Contact: Dennis Delesandri
Phone: 800-256-9278

Lone Star Lining Company
Partial Experience Resume

Project: Sunset Farms Landfill Sector 22 & 23
Location: Manor, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 418,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: El Centro Landfill Cell 1B
Location: Robstown, Texas
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 212,000 sf
Application: Sanitary Landfill
Contact: Michael Stewart
Phone: 512-295-5682

Project: Deffenbaugh Phase VIA
Location: Shawnee, Kansas
Material: 60 mil HDT, GCL, geocomposite
Size/Layer 800,000 sf
Application: Landfill Cell
Contact: Darryl Basham
Phone: 913-667-8764

Project: Enterprise Pond #4
Location: Hurchinson, Kansas
Material: 40 & 60 mil HDPE/HDT,geonet
Size/Layer 400,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Enterprise - Petal
Location: Petal, MS
Material: 40 & 60 mil HDPE/HDT,geonet
Size/Layer 80,000 sf
Application: Brine Pond
Contact: Shawn Cooper
Phone: 713-734-3090

Project: Granger Waste Cell 11-08
Location: Lansing, Michigan
Material: 60 mil HDPE/HDT, GCL, geotextile
Size/Layer 445,000 sf
Application: Sanitary Landfill
Contact: Rick French
Phone: 517-372-2800

Project: Blue Ridge Landfill Sector 4A-5A
Location: Fresno, Texas
Material: 60 mil HDPE
Size/Layer 625,000 sf
Application: Landfill Cell
Contact: Scott Trebus
Phone: 281-673-2048

Project: Royal Oaks Cell 5A/6B
Location: Jacksonville. TX
Material: 60 mil HDPE/HDT, geocomposite
Size/Layer 225,000 sf
Application: Sanitary Landfill
Contact: Burgess Stengl
Phone: 903-566-3642

Project: Plainview Landfill Sector 2, Cell D
Location: Plainview, Texas
Material: 60 mil HDPE/HDT, GCL
Size/Layer 308,000 sf
Application: Sanitary Landfill
Contact: Mike Brackney
Phone: 817-281-4470

Project: Muskogee Landfill Cell 8
Location: Muskogee, Oklahoma
Material: 60 mil HDPE/HDT, Geotextile
Size/Layer 200,000 sf
Application: Sanitary Landfill
Contact: Peter Schultze
Phone: 918-437-7773

Project: Ruppe Road Ponds
Location: Pauls Valley, Oklahoma
Material: 60 mil HDPE
Size/Layer 198,000 sf
Application: Wastewater Treatment
Contact: Richard Wyatt
Phone: 580-272-7564

Project: Williamson County Cell 3D
Location: Hutto, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 388,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Lone Star Lining Company
Partial Experience Resume

Project: AEL Phase IVD/IVE/IVF North
Location: Sand Springs, OK
Material: 60 HDPE/HDT, Geotextile
Size/Layer 600,000 sf
Application: Sanitary Landfill Cell
Contact: Wade Miller
Phone: 405-269-3960

Project: Caddo Mills High School
Location: Caddo Mills, Texas
Material: 30 HDPE
Size/Layer 19,000 sf
Application: Waterproofing
Contact: Buddy Jackson
Phone: 817-461-8602

Project: Celina Middle School
Location: Celina, Texas
Material: 30 HDPE
Size/Layer 34,300 sf
Application: Waterproofing
Contact: Kerry Hall
Phone: 469-343-8763

Project: China Spring Elementary School
Location: China Spring, Texas
Material: 30 HDPE
Size/Layer 46,395 sf
Application: Waterproofing
Contact: Vinny Frainee
Phone: 469-476-6076

Project: Fort Hood Area 4 Cell 5
Location: Fort Hood, Texas
Material: 60 HDPE/HDT, GCL, Geocomposite
Size/Layer 100,000 sf
Application: Sanitary Landfill Cell
Contact: John Barnett
Phone: 254-535-4278

Project: La Gloria Underdrain
Location: Edinburg, Texas
Material: Geocomposite
Size/Layer 269,000 sf
Application: Underdrain
Contact: Keith Ruf
Phone: 815-671-9674

Project: Mary Mayfield Elementary
Location: Princeton, Texas
Material: 30 HDPE
Size/Layer 15,000 sf
Application: Waterproofing
Contact: Kerry Hall
Phone: 469-343-8763

Project: Northeastern Landfill Rain Flap
Location: Oologah, Oklahoma
Material: 12 mil Duraskrim, Wind Defender
Size/Layer 380,000 sf
Application: Temporary Cover
Contact: Bryan White
Phone: 918-352-8213

Project: Oak Grove FGD Pond A
Location: Franklin, Texas
Material: 60 HDT, GCL
Size/Layer 420,000 sf
Application: Coah Ash Pond
Contact: Eddie Noak
Phone: 512-760-7328

Project: Mattei Middle School
Location: Princeton, Texas
Material: 30 HDPE
Size/Layer 24,000 sf
Application: Waterproofing
Contact: Kerry Hall
Phone: 469-343-8763

Project: Butler Intermediate School
Location: Quinlan, Texas
Material: 30 HDPE
Size/Layer 9,000 sf
Application: Waterproofing
Contact: Sawyer Sams
Phone: 817-494-6670

Project: Stepan Pasadena Gemini Pond
Location: Pasadena, Texas
Material: 60 HDPE
Size/Layer 120,000 sf
Application: Retention Pond
Contact: Jim Rose
Phone: 432-559-4799

Lone Star Lining Company
Partial Experience Resume

Project: West Elementary School
Location: West, Texas
Material: 40 HDPE
Size/Layer 13,000 sf
Application: Waterproofing
Contact: Matt Farquhar
Phone: 254-855-9446

Project: Catarina Cell D7
Location: Catarina, Texas
Material: 60 HDT, Geocomposite
Size/Layer 190,000 sf
Application: Sanitary Landfill
Contact: Todd Watkins
Phone: 501-580-4235

Project: Fountain Landfill Cell P
Location: Fountain, Colorado
Material: 60 mil HDPE/HDT, Geocomposite
Size/Layer 242,000 sf
Application: Sanitary Landfill
Contact: Dalton Ellis
Phone: 720-236-7359

Project: J Bar J Cell 12-13-14A
Location: Ogallala, Nebraska
Material: 30 PVC, GCL, Geotextile
Size/Layer 177,000 sf
Application: Saintary Landfill
Contact: Dalton Ellis
Phone: 720-236-7359

Project: LeFlore County Cell 21A
Location: Sidon, Mississippi
Material: 60 HDT, Geotextile
Size/Layer 160,000 sf
Application: Sanitary Landfill
Contact: Joe Vieceli
Phone: 832-442-2906

Project: Loess Hills Cell G North M
Location: Malvern, Iowa
Material: Underdrain, 60 mil HDT, geocomposite
Size/Layer 380,000 sf
Application: Sanitary Landfill
Contact: Brady Stewart
Phone: 314-486-4733

Project: Nobles County Phase VI South
Location: Rushmore, Minnesota
Material: 60 HDT, geocomposite
Size/Layer 165,000 sf
Application: Sanitary Landfill
Contact: Eric Joens
Phone: 507-360-5858

Project: Northeast Mississippi Landfill
Location: Walnut, Mississippi
Material: 60 HDT, Geocomposite, Geotextile
Size/Layer 324,000 sf
Application: Sanitary Landfill
Contact: Joe Vieceli
Phone: 832-442-2906

Project: Oklahoma Landfill Phase V, Sector 3
Location: Oklahoma City, Oklahoma
Material: GCL, 60 HDT, Geotextile
Size/Layer 250,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: Seabreeze Landfill Cell 15
Location: Angleton, Texas
Material: 60 HDPE/HDT, Geocomposite, Underdrain
Size/Layer 540,000 sf
Application: Leachate Collection Pond
Contact: Matt Crockett
Phone: 832-442-2913

Project: SKB Cloquet Cell 7 West
Location: Cloquet, Minnesota
Material: 60 HDPE/HDT, GCL
Size/Layer 142,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Project: SKB Phase 6, Cell 2
Location: Rosemount, Minnesota
Material: GCL, 60 HDT/80 HDT, Geocomposite
Size/Layer 448,000 sf
Application: Sanitary Landfill
Contact: Geoff Strack
Phone: 612-490-1175

Lone Star Lining Company
Partial Experience Resume

Project: Southern Plains Landfill Cell 11
Location: Alex, Oklahoma
Material: GCL, 60 HDPE/HDT, Geotextile
Size/Layer 145,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: Western Plains Regional Area 6C
Location: Garden City, Kansas
Material: 60 HDPE, Geocomposite, GCL
Size/Layer 230,000 sf
Application: Sanitary Landfill
Contact: Rachel Hanigan
Phone: 405-435-7788

Project: Atascocita Phase 6, Cell 2
Location: Humble, Texas
Material: 60 HDPE/HDT, Geocomposite
Size/Layer 500,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Project: Big Lake Disposal Cell 2
Location: Big Lake, Texas
Material: 60 HDPE/HDT, GCL, Geocomposite, Geonet
Size/Layer 500,000 sf
Application: Industrial Landfill
Contact: Rodney Walter
Phone: 480-457-4705

Project: Covel Gardens Phase IX North
Location: San Antonio, Texas
Material: 60 HDPE/HDT, Geocomposite
Size/Layer 900,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Project: Orla Phase 1 Cell 5
Location: Orla, Texas
Material: 60 HDPE/HDT, GCL, Geocomposite, Geonet
Size/Layer 420,000 sf
Application: Industrial Landfill
Contact: Rodney Walter
Phone: 480-457-4705

Project: Jefferson County Closure
Location: Pine Bluff, Arkansas
Material: 60 LDT/geocomposite
Size/Layer 506,000 sf
Application: Sanitary Landfill
Contact: David Conrad
Phone: 501-804-0806

Project: Muskogee Cell 12 and 13
Location: Muskogee, Oklahoma
Material: 60 HDT, Geotextile
Size/Layer 200,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: New Boston Cell 4A
Location: New Boston, Texas
Material: 60 HDT, Geocomposite
Size/Layer 170,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: New Boston Cell 4A Phase 2
Location: New Boston, Texas
Material: 60 HDT, Geocomposite
Size/Layer 105,000 sf
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Quarry Landfill Cells 27A and 28A
Location: Tulsa, Oklahoma
Material: 443,000 sf
Size/Layer 60 HDT, GCL, Geotextile
Application: Sanitary Landfill
Contact: Guy Campbell
Phone: 405-417-8124

Project: Security Landfill Phase V Cells 1N - 4N
Location: Cleveland, Texas
Material: 60 HDT, GCL, Geocomposite
Size/Layer 208,000 sf
Application: Sanitary Landfill
Contact: Chuck Rivette
Phone: 713-647-5542

Lone Star Lining Company
Partial Experience Resume

Project: Skyline Landfill Cell 17A - 18A
Location: Ferris, Texas
Material: 60 mil HDT, geocomposite
Size/Layer 915,000 sf
Application: Sanitary Landfill
Contact: Gregg Adams
Phone: 817-563-1144

Project: Two Pine Landfill Cell 8B
Location: North Little Rock, Arkansas
Material: 60 HDT, Geocomposite
Size/Layer 183,000 sf
Application: Sanitary Landfill
Contact: David Conrad
Phone: 501-804-0806

Project: Temple Landfill Overliner
Location: Temple, Texas
Material: 60 mil HDT, Geocomposite
Size/Layer 253,000 sf
Application: Sanitary Landfill
Contact: Jayson Lang
Phone: 512-823-2893

Eric Unsinn

26207 Ridgelawn Dr
Richmond, TX 77406

281-932-0650
eric@lexinc.com

EDUCATION

TEXAS TECH UNIVERSITY, Lubbock TX — July 1996
College of Engineering
Construction Technology

PROFESSIONAL EXPERIENCE

LONGHORN EXCAVATORS, Houston TX — January 2010- Present
Vice President

- Supervise and lead project operations.
- Communicate and grow relationships with clients.
- Oversee project cost, staffing, and scheduling.
- Ensure plans abide by contract specifications.

Director of Field Operations, Houston TX — March 2005- January 2010

- Supervise project operations.
- Establish appropriate staff levels and budget allocation for projects.
- Ensure site health and safety compliance in accordance with city and OSHA regulations.
- Prepare project status reports.

Project Manager, Houston TX — February 1999- March 2005

- Manage all project costs, staffing, and scheduling.
- Incorporate engineering knowledge of soils and concrete.
- Prepare project status reports.

AL UNSINN CUSTOM HOME BUILDER, McAllen TX — November 1998- February 1999
Director of Field Operations

- Direct and oversee all activities at the job site.
- Communicate directly with clients.
- Handle project cost, staffing, and scheduling.
- Ensure all build out and construction elements met design and project standards.

BUFFINGTON HOMES, Austin TX — July 1996- November 1998
Superintendent

- Supervise and coordinate building projects.
- Manage project budgets with a focus on remaining under budget.
- Perform quality control to inspect, diagnose, and repair any complications.
- Manage on-site construction staff, building material deliveries, and job site safety.

PROJECTS

1999 – Glennloch Farms Golf Course & Development
350,008 cubic yards | $1.1 million | Klein, TX

2000 - Fall Creek Development
360,000 cubic yards | $1.2 million | Houston, TX

2001 – Pierce Junction (Wildcat Golf Course)
1,800,000 cubic yards | $3 million | Houston, TX

2002 – Lakes of LBJ Golf Course
369,000 cubic yards | $1.9 million | Kingsland, TX

2003 – Corpus Christi Bay Beach Restoration
60,000 cubic yards | $2 million | Corpus Christi, TX

2004 – Shelter Harbor Golf Club
350,000 cubic yards | $2.2 million | Charleston, RI

2005 – Lid 17 New Land Development (Telfair)
500,000 cubic yards | $2.8 million | Sugar Land, TX

2005 – Ditch "H" Widening
1,550,000 cubic yards | $9.7 million | Sugar Land, TX

2006 – Cefe F Valenzuela Landfill
$16.8 million | Corpus Christi, TX

2006 – The Sanctuary Development
$7.4 million | Port O'Conner, Texas

2009 – Covel Gardens Landfill
425,000 cubic yards | $1.8 million | San Antonio, TX

2009-2011 – North Floodway Levee Rehabilitation
$24.9 million | Texas- Mexico Border

2016-2017 – Lake Padre Canal West
640,126 cubic yards | $2.2 million | Corpus Christi, TX

2017 – SW Regional Landfill
360,000 cubic yards | $965 thousand | Buckeye, Arizona

2019 – Grand Vista Ph 5
593,375 cubic yards | $2.1 million | Richmond, TX

2021 – Bondad Landfill
$1 million | Durango, CO

Greg Parker

2522 Silent Shore Ct. 713-808-5658
Richmond, TX 77406 greg@lexinc.com

EDUCATION

Houston Community College, Houston, TX June 1990

PROFESSIONAL EXPERIENCE

LONGHORN EXCAVATORS, Houston TX
Superintendent 2017- Present

- Supervise project operations.
- Communicate and grow relationships with clients.
- Manage project costs and scheduling.
- Ensure site health and safety compliance in accordance with city and OSHA regulations.
- Prepare project status reports.
- Manage on-site construction staff, equipment, and material deliveries.

ASCO EQUIPMENT, Houston TX
Territory Manager 2013- 2017

- Hire, develop, train, and monitor the performance of Equipment Sales Representatives.
- Forecast goals and objectives for the Region and achieve them.
- Assist with establishing sales territories, goals, and forecasts for Sales Representatives within the region.

HI-WAY EQUIPMENT, Houston TX
Territory Manager 2008- 2013

- Help increase our sales revenues and maintain customer relationships within an assigned geographical area.
- Monitor competition within assigned region.
- Discover sales opportunities through consumer research.
- Meet with customers to address concerns and provide solutions.

LONGHORN EXCAVATORS, Houston TX
Project Manager 1991- 2007

- Responsible for supervising the construction crew in site preparation, staking, excavation, and the overall formation of the projects.
- Work directly with owners and engineers to ensure project met/exceeded expectations.
- Manage on-site equipment and material deliveries.
- Manage project costs and scheduling.

DA PARKER CONSTRUCTION, Houston TX
Superintendent 1990- 1991

- Manage construction of Town and Country Mall Project.

PROJECTS

ABILENE LANDFILL, REPUBLIC SERVICES, INC.
CONSTRUCTION OF 4.9 ACRE SECTOR 3A AND 3.6
604,000 cubic yards | $1.9 million | Abilene, TX

CHARTER WASTE LANDFILL, REPUBLIC SERVICES, INC.
CONSTRUCTION OF 3.5 ACRE CLASS 1 CELL 19A AND
6.5 ACRE MSW CELL 17/18
382,000 cubic yards | $2.4 million | Odessa, TX

SOUTHWEST REGIONAL LANDFILL, ALLIED WASTE INDUSTRIES, INC.
CELL 11 EXPANSION
250,296 cubic yards | $960,800 | Buckeye, AZ

GREENSHADOWS LANDFILL, WASTE CORP. OF TEXAS, LP
CELL 6 AND 7 CONSTRUCTION
258,600 cubic yards | $1.2 million | Pasadena, TX

ADDICKS FAIRBANKS LANDFILL, WASTE CORP. OF TEXAS, LP
CELL 1-13 & CLOSURE AND DRAINAGE CONSTRUCTION
173,130 cubic yards | $1.5 million | Katy, TX

BLUERIDGE LANDFILL, REPUBLIC SERVICES, INC.
SECTOR 6B2/5C2/4C2 AND DETENTION POND/OUTLET STRUCTURES
$3.5 million | Fresno, TX

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7,
C/O LJA ENGINEERING, INC.
EXTERNAL CHANNEL IMPLEMENTATION RECOVERY MEASURES
72,395 cubic yards | $4.5 million | Fort Bend Co., TX

WETLAND CONSTRUCTION AT KATY HOCKLEY MITIGATION BANK,
HARRIS COUNTY FLOOD CONTROL DISTRICT
AND DITCH 9G IMPROVEMENTS
100,000 cubic yards | $600,000 | Katy, TX

SEABREEZE ENVIRONMENTAL LANDFILL, WASTE CONNECTIONS
CONSTRUCTION OF DETENTION POND 3
310,500 cubic yards | $3.3 million | Freeport, TX

BONDAD LANDFILL, TRANSIT WASTE, LLC.
CONSTRUCTION OF DETENTION POND 3
71,820 cubic yards | $1 million | Durango, CO

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC.
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

November 18, 2024

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

RE: **Longhorn Excavators, Inc.**
Edinburg Regional Disposal Facility – Landfill Perimeter Drainage Improvements

To Whom it May Concern:

We are pleased to confirm our surety relationship with Longhorn Excavators, Inc. We, as agent, and Continental Casualty Company ("CNA"), as surety, considers Longhorn Excavators, Inc. (Longhorn) to be a valued surety client. Our surety relationship with Longhorn began in 2012.

Over its years in business, Longhorn has developed an impressive portfolio of successfully completed construction projects. They have been awarded projects through competitive hard bid and direct negotiation and have delivered these projects via the traditional method whether general contractor or subcontractor. Longhorn has always satisfactorily performed their obligations.

Subject to normal underwriting considerations and upon satisfactory review of contract terms and documents, CNA will be prepared to provide bonding support for Longhorn. CNA has provided a $25MM single / $50MM aggregate surety program for Longhorn. Of course, higher limits could be considered. As always, CNA reserves the rights to perform underwriting at the time of any bond request including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing.

This letter is intended to be a bonding reference. It is not to be construed as a bid, performance or payment bond. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Atlantic is licensed to do business in the State of Texas and has an A.M. Best Rating of A (Excellent), Size Group XV (Greater than or Equal to USD 2.00 Billion). Principal address is 151 North Franklin Street Chicago, Illinois 60606.

We hold Longhorn in the highest regard and we are pleased to recommend them for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jim Miller, Producer
Technical Assurance, L.L.C., a division of
Bowen, Miclette, & Britt Insurance Agency, L.L.C.
26623 Oak Ridge Drive, The Woodlands, Texas 77380

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2024

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
Higginbotham Insurance Agency, Inc.
1400 FM 528, Suite F
Webster TX 77598

CONTACT NAME: Sarah Sowinski
PHONE (A/C, No, Ext): 281-990-6051 **FAX (A/C, No):** 281-990-6052
E-MAIL ADDRESS: ssowinski@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Ins. Co.	13604
INSURER B : Clear Blue Insurance Company	28860
INSURER C : Service Lloyds Insurance Co.	43389
INSURER D : Markel American Insurance Company	28932
INSURER E :	
INSURER F :	

INSURED LONGH26
Longhorn Excavators, Inc.
Lex Equipment LP
1819 First Oaks Street, Suite 140
Richmond TX 77406

COVERAGES **CERTIFICATE NUMBER:** 1375011035 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Ded. $5,000 X Contr. Pollution GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			1000067884231	12/1/2023	12/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each Poll. Condition	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			AQ1YTX006840-01	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1000338007231	12/1/2023	12/1/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SLICWC0462602	12/1/2023	12/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Inland Marine Ded. $25,000			MKLM4IM0054010	12/1/2023	12/1/2024	Scheduled Equip. R/L Equip. Per Item R/L Equip. Per Occ	On File $750,000 $1,500,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and the General Liability, Automobile Liability and Workers' Compensation policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The Excess Liability policy is follow form over General Liability/Pollution Liability, Automobile Liability and Workers' Compensation.

Bid for Edinburg Regional Disposal Facility – Landfill Perimeter Drainage Improvements.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Where Required By Written Contract

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

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

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

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this Policy remain unchanged.

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Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where Required By Written Contract
Location And Description of Completed Operations: Where Required By Written Contract

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

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

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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Starr Surplus Lines Insurance Company

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.

B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:

1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.

2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.

3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/01/2023 AT 12:01 A.M. STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX006840-01 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators, Inc.

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO ADDITIONAL INSUREDS ADDED, AS REQUIRED BY WRITTEN CONTRACT, PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Q ADLIN-B 08 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/01/2023 AT 12:01 A.M., STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX006840-01 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators, Inc.

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Q WAIVER-B 08 14

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective Date: 12/01/2023 Policy No. SLICWC0462602 Endorsement No.

Policy Effective Date: 12/01/2023 to 12/01/2024 Premium $

Insured: Longhorn Excavators, Inc.

DBA:

Carrier Name / Code: Service Lloyds Insurance Company

WC 42 03 04 B

(Ed. 6-14)

Countersigned by _____

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Edinburg** ("Owner") and **[*name of contracting entity*]** ("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:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Landfill Perimeter Drainage Improvements**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **WSP USA Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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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 or arbitration 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 $**1000** 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.

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 $**1000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely 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, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except 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.

ARTICLE 5—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:

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

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ARTICLE 6—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).

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.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid

2. Bonds:

a. Performance bond (together with power of attorney).

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b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **23** sheets with each sheet bearing the following general title: **Landfill Perimeter Drainage Improvements, Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C**.

8. Addenda (numbers **[number]** to **[number]**, inclusive).

10. 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.

ARTICLE 8—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.

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

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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

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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.

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

This Agreement will be effective on **[*date on which Contract becomes effective*]** (which is the Effective Date of the Contract).

Owner:	Contractor:
_____	Longhorn Excavators, Inc.
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: November 26, 2024
(date signed)	*(date signed)*
Name: _____	Name: Joshua Holden
(typed or printed)	*(typed or printed)*
Title: _____	Title: CEO
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _____	Title: Eric Unsinn - Secretary
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	1819 First Oaks Street, Suite 140
_____	Richmond, TX 77406
_____	_____
Designated Representative:	Designated Representative:
Name: _____	Name: Lisa Hagood
(typed or printed)	*(typed or printed)*
Title: _____	Title: Administrative Manager
(typed or printed)	*(typed or printed)*
Address:	Address:
_____	1819 First Oaks Street, Suite 140
_____	Richmond, TX 77406
_____	_____
Phone: _____	Phone: 281-937-9700 / 512-656-2730-Cell
Email: _____	Email: Lisah@lexinc.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: N/A *(where applicable)*
	State: Texas

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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LONGHORN EXCAVATORS EST 1993

PHONE: 281.937.9700 FAX: 281.937.1207 ADDRESS: 1819 First Oaks St., Suite 140, Richmond, TX 77406

CORPORATE RESOLUTION

I, Eric Unsinn, Secretary of Longhorn Excavators, Inc., a corporation organized under the laws of the State of Texas do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said Corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and the by-laws of said Corporation on the 26th day of November 2024

RESOLVED that
Joshua Holden, CEO
Eric Unsinn – Vice President, Secretary

Be it further resolved, that notwithstanding any change to or termination of the foregoing authority by operation of law or otherwise, any originator of such agreements, contracts and bonds and any assignee thereof shall be fully protected and held harmless in relying and acting upon said authorization until they shall have received written notice from the Corporation of any such change or termination.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

In witness whereof, I have hereunto set my name as Secretary and affixed the seal of said Corporation, this 26th day of November 2024.

Eric Unsinn, Secretary
1819 First Oaks Street, Suite 140
Richmond, Texas 77406
Incorporated in the State of Texas

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC.
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

November 18, 2024

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

RE: **Longhorn Excavators, Inc.**
Edinburg Regional Disposal Facility – Landfill Perimeter Drainage Improvements

To Whom it May Concern:

We are pleased to confirm our surety relationship with Longhorn Excavators, Inc. We, as agent, and Continental Casualty Company ("CNA"), as surety, considers Longhorn Excavators, Inc. (Longhorn) to be a valued surety client. Our surety relationship with Longhorn began in 2012.

Over its years in business, Longhorn has developed an impressive portfolio of successfully completed construction projects. They have been awarded projects through competitive hard bid and direct negotiation and have delivered these projects via the traditional method whether general contractor or subcontractor. Longhorn has always satisfactorily performed their obligations.

Subject to normal underwriting considerations and upon satisfactory review of contract terms and documents, CNA will be prepared to provide bonding support for Longhorn. CNA has provided a $25MM single / $50MM aggregate surety program for Longhorn. Of course, higher limits could be considered. As always, CNA reserves the rights to perform underwriting at the time of any bond request including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing.

This letter is intended to be a bonding reference. It is not to be construed as a bid, performance or payment bond. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Atlantic is licensed to do business in the State of Texas and has an A.M. Best Rating of A (Excellent), Size Group XV (Greater than or Equal to USD 2.00 Billion). Principal address is 151 North Franklin Street Chicago, Illinois 60606.

We hold Longhorn in the highest regard and we are pleased to recommend them for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jim Miller, Producer
Technical Assurance, L.L.C., a division of
Bowen, Miclette, & Britt Insurance Agency, L.L.C.
26623 Oak Ridge Drive, The Woodlands, Texas 77380

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC.
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

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Sincerely,

Jim Miller, Producer
Technical Assurance, L.L.C., a division of
Bowen, Miclette, & Britt Insurance Agency, L.L.C.
26623 Oak Ridge Drive, The Woodlands, Texas 77380

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Longhorn Excavators, Inc.
[Typed Name of Company:]

Joshua Holden - CEO
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

November 26, 2024
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

Corporate Name: Longhorn Excavators, Inc.
State of Incorporation: Texas
Mailing Address: 1819 First Oaks Street, Suite 140, Richmond, TX 77406

- 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.*

Joshua Holden - CEO
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

November 26, 2024
[Typed Date]

END OF DOCUMENT

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for LONGHORN EXCAVATORS, INC. (file number 126893100), a Domestic For-Profit Corporation, was filed in this office on April 30, 1993.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 09, 2024.

Jane Nelson
Secretary of State

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Fort Bend

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

Joshua Holden, who
[Affiant]

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

Longhorn Excavators, Inc.
[Contractor's Company Name]

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

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on November 26, 2024.
[Date]

BETTY LISA HAGOOD
Notary ID #129935622
My Commission Expires
August 27, 2026

[Notary Seal]

Notary Public in and for the State of TEXAS

Betty Lisa Hagood
[Print or type Notary Public name]

My Commission Expires: August 27, 2026
[Expiration Date]

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2024

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
Higginbotham Insurance Agency, Inc.
1400 FM 528, Suite F
Webster TX 77598

CONTACT NAME: Sarah Sowinski
PHONE (A/C, No, Ext): 281-990-6051 **FAX (A/C, No):** 281-990-6052
E-MAIL ADDRESS: ssowinski@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Ins. Co.	13604
INSURER B : Clear Blue Insurance Company	28860
INSURER C : Service Lloyds Insurance Co.	43389
INSURER D : Markel American Insurance Company	28932
INSURER E :	
INSURER F :	

INSURED LONGH26
Longhorn Excavators, Inc.
Lex Equipment LP
1819 First Oaks Street, Suite 140
Richmond TX 77406

COVERAGES **CERTIFICATE NUMBER:** 1375011035 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Ded. $5,000 X Contr. Pollution GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			1000067884231	12/1/2023	12/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each Poll. Condition	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			AQ1YTX006840-01	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1000338007231	12/1/2023	12/1/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SLICWC0462602	12/1/2023	12/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Inland Marine Ded. $25,000			MKLM4IM0054010	12/1/2023	12/1/2024	Scheduled Equip. R/L Equip. Per Item R/L Equip. Per Occ	On File $750,000 $1,500,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and the General Liability, Automobile Liability and Workers' Compensation policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The Excess Liability policy is follow form over General Liability/Pollution Liability, Automobile Liability and Workers' Compensation.

Bid for Edinburg Regional Disposal Facility – Landfill Perimeter Drainage Improvements.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Where Required By Written Contract

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

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

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

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this Policy remain unchanged.

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Starr Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where Required By Written Contract
Location And Description of Completed Operations: Where Required By Written Contract

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

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

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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Starr Surplus Lines Insurance Company

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000067884231 **Effective Date:** 12/01/2023 at 12:01 A.M.
Named Insured: Longhorn Excavators, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.

B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:

1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.

2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.

3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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Clear Blue Insurance Company

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/01/2023 AT 12:01 A.M. STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX006840-01 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators, Inc.

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THIS POLICY. THIS ENDORSEMENT APPLIES TO ADDITIONAL INSUREDS ADDED, AS REQUIRED BY WRITTEN CONTRACT, PRIOR TO THE OCCURRENCE OF ANY LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Q ADLIN-B 08 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Clear Blue Insurance Company

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

THIS ENDORSEMENT, EFFECTIVE ON 12/01/2023 AT 12:01 A.M., STANDARD TIME, FORMS A PART OF POLICY NUMBER AQ1YTX006840-01 OF Clear Blue Insurance Company ISSUED TO Longhorn Excavators, Inc.

IT IS AGREED THAT THE COMPANY RECOGNIZES THE VALIDITY OF ANY WAIVER OF SUBROGATION WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH THE OPERATION OF ANY INSURED AUTOMOBILE, IF SUCH WAIVER WAS EXECUTED BY NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT, IN WRITING PRIOR TO THE OCCURRENCE OF ANY LOSS.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Q WAIVER-B 08 14

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective Date: 12/01/2023 Policy No. SLICWC0462602 Endorsement No.

Policy Effective Date: 12/01/2023 to 12/01/2024 Premium $

Insured: Longhorn Excavators, Inc.

DBA:

Carrier Name / Code: Service Lloyds Insurance Company

WC 42 03 04 B

(Ed. 6-14)

Countersigned by _____

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CITY OF EDINBURG NON-BRIBERY MODEL FORM

Longhorn Excavators, Inc.

November 26, 2024

Longhorn Excavators, Inc.
1819 First Oaks Street, Suite 140
Richmond, TX 77406

Dear *City of Edinburg*

The undersigned party certifies that Longhorn Excavators, Inc. complies with the following criteria:

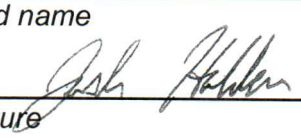
1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Joshua Holden
Printed name


Signature

CEO
Position in bidding company

November 26, 2024
Date

ATTACHMENT III

Project Requirements Acknowledgement

This is to certify that I, Longhorn Excavators, Inc., possess all of the **APPLICABLE:**

1. Licenses: Yes

2. Bonds: Yes

3. Certificates: Yes

4. Permits: Yes

5. Other: Yes

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the Proposal, I may be eligible to enter a contract with the City of Edinburg 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 Proposal packet in order to expedite the Proposal evaluation process. Failure to provide said documentation will result in the disqualification of your Proposal.**

Authorized Signature Joshua Holden - CEO

November 26, 2024
Date

Longhorn Excavators, Inc.
Company

1819 First Oaks Street, Suite 140
Address

Richmond, TX 77406
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 of Edinburg 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 of Edinburg 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

CONTRACTOR/S PROVIDING PROPOSAL FOR PROJECT NAME QUALIFICATIONS GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Longhorn Excavators, Inc.
(Full, correct legal name)

2 Address: 1819 First Oaks Street, Suite 140, Richmond, TX 77406

3. Telephone/Fax: 281-937-9700 / 281-937-1207

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__X__

5. Is your Company authorized and/or licensed to do business in Texas?
Yes__X__ No____

6. Where is the Company's corporate headquarters located? Richmond, TX

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

Yes____ No__X__

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

_____ (years) _____ (months)

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

8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No__X__

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

_____ (years) _____ (months)

c. 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 of Edinburg may contact concerning your submittal or setting dates for meetings.

    Name: Lisa Hagood - Administrative Manager
    Address: 1819 First Oaks Street, Suite 140, Richmond, TX 77406
    Telephone: 281-937-9700 or 512-656-2730 - Cell
    Fax: 281-937-1207
    Email: Lisah@lexinc.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. None

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[4X CONSTRUCTION GROUP, LLC] RESPONSE DOCUMENT REPORT

RFP No. 2025-01

Landfill Perimeter Drainage Improvements

RESPONSE DEADLINE: November 26, 2024 at 3:30 pm

Report Generated: Tuesday, November 26, 2024

4X Construction Group, LLC Response

CONTACT INFORMATION

Company:
4X Construction Group, LLC

Email:
jeff.parrish@4xconstruction.com

Contact:
Jeff Parrish

Address:
99 Regency Parkway
Suite 303
Mansfield, TX 76063

Phone:
(817) 779-3290

Website:
www.4Xconstruction.com

Submission Date:
Nov 26, 2024 12:06 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Nov 22, 2024 10:39 AM by Jeff Parrish

Addendum #2
Confirmed Nov 22, 2024 10:39 AM by Jeff Parrish

Addendum #3
Confirmed Nov 22, 2024 10:39 AM by Jeff Parrish

Addendum #4
Confirmed Nov 22, 2024 10:39 AM by Jeff Parrish

Addendum #5
Confirmed Nov 22, 2024 9:03 PM by Jeff Parrish

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

4XCG_Proposal_for_Edinburg_Landfill.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

City-of-Edinburg_4X-Construction_24-25-Master-w-_11-22-2024_781193420.pdf
Bid_Bond.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN ATTACHMENT VI - HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- Attachment_VI_-_HB_89.pdf

Attachment_VI_-_HB_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE BID FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- C410_Bid_Form_-_Addendum_4.pdf

C410_Bid_Form_-_Addendum_4_(2).pdf

PLEASE FILL OUT AND SIGN THE QUALIFICATIONS STATEMENT AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- C451_Qualifications_Stateme...

C451_Qualifications_Statement_(1).pdf

PLEASE FILL OUT AND SIGN THE AGREEMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- C520_Agreement_(1).pdf

C520_Agreement_(1)_(4).pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.

- C610_Performance_Bond.pdf

No response submitted

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.

- C615_Payment_Bond.pdf

No response submitted

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED*
Yes

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O_-_Certificate_Regarding_D...

O_-_Certificate_Regarding_Debarment_-_Document_00644.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N_-_Form_of_Business_Docume...

N_-_Form_of_Business_Document_00645.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Attachment_II_-_Affidavit_o...

Attachment_II_-_Affidavit_of_Insurance.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE. *
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_Model_Form_-_SECTION_00113.pdf

PLEASE FILL OUT ATTACHMENT III - PROJECT REQUIREMENTS AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Attachment III - Project Re...

Attachment_III_-_Project_Requirements_(2).pdf

PLEASE FILL OUT THE ATTACHMENT IV - LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- Attachement IV Litigation D...

Attachement_IV_Litigation_Disclosure.pdf

PLEASE FILL OUT ATTACHMENT V -CONTRACTORS PROVIDING PROPOSAL AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Attachment V - Contractors ...

Attachment_V_-_Contractors_Providing_Proposal_General_Questionnaire_(3).pdf

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City Secretary's Office** located at **415 W. University Drive, Edinburg, Texas 78539.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

1. Earthworks

    a. Relevant experience with projects of similar size and scope performed over the past five years. The comparable scope shall be at least a quarter of the size of the proposed project.

    b. At least two key personnel and their potential alternate with relevant experience with projects of similar size and scope employed by the Bidder.

    c. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

2. Geosynthetic Installation

    a. A minimum of one million square feet of geomembrane installation over the past five years.

    b. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

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3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Mobilization/Demobilization	LS	1	320,000.00	$ 320,000.00
002	Payment and Performance Bond	LS	1	45,000.00	$ 45,000.00
101	Project Dewatering/Stormwater Management	LS	1	45,000.00	$ 45,000.00
102	Temporary Erosion and Sedimentation Control	LS	1	28,000.00	$ 28,000.00
103	Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation	CY	4,700	5.00	$ 23,500.00
104	Excavation/Subgrade Preparation and hauling to the stockpile area	CY	694,000	2.95	$ 2,047,300.00
105	Structural Fill	CY	180,900	2.32	$ 419,688.00
106	Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile	SF	320,400	2.30	$ 736,920.00
107	Stormwater Ponds - 60 mil HDPE Textured Geomembrane	SF	916,500	0.71	$ 650,715.00
108	Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile	SF	916,500	0.34	$ 311,610.00
109	Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe	LF	70	100.00	$ 7,000.00
110	Anchor Trench	LF	5,550	9.00	$ 49,950.00
111	Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts	LF	360	180.00	$ 64,800.00
112	Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts	LF	240	270.00	$ 64,800.00
113	Seeding/Vegetation	AC	29	5,950.00	$ 172,550.00
114	Gas Interceptor Trench Modification	LF	370	35.00	$ 12,950.00
Total of All Unit Price Bid Items					$ 4,999,783.00

Alternate Bid Item

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
201	Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned	LS	1	375,000.00	$ 375,000.00

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Total of All Unit Price Bid Items	$5,374,783.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

The contractor shall provide all necessary materials, labor, full-time supervision (defined as the Contractor's Authorized Representative or Resident Representative unless otherwise approved in writing by the City of Edinburg Project Manager), and equipment to perform the services in accordance with the Construction Agreement, plans, and specifications herein or subsequently approved by the Owner. The Services include, but are not limited to, the following items:

Item 001 Mobilization/Demobilization

Mobilization of sufficient labor, equipment, and material to adequately advance the Work, and demobilization of said items, leaving the site in satisfactory condition. Includes and covers the furnishing of all materials, labor, tools, and equipment necessary for the assembling and setting up of the project, including the initial movement of personnel and equipment to the project site; application, fee payment and acquisition for all necessary permits; the establishment of the Contractor's shops, plants, storage areas, field office, temporary water, electrical, telephone, sanitary and other temporary facilities; establishment of a field office with utilities; and insurance, bonds, and other initial expenses required for the start of work, and demobilization of said items, followed by required site restoration.

Item 002 Payment and Performance Bond

Refer to Contract Forms section 00620 and 00610 for Payment Bond and Performance Bond.

Item 101 Project Dewatering / Stormwater Management

The contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project. Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface water infiltration.

Item 102 Temporary Erosion and Sedimentation Control

The contractor shall also be responsible for constructing and maintaining erosion and sediment controls. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. This requirement shall be in effect over the entire project. The contractor shall install a silt fence and other appropriate measures around the construction area to retain soil on disturbed land and keep sediments out of waterways and storm drains.

Item 103 Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation

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The contractor shall excavate, transport, and dispose of probable waste encountered from south of Pre-Subtitle D (Units 1-4) units during the construction of the drainage ditch. The Contractor shall backfill to achieve the design grade and elevation and prepare the subgrade of the drainage ditch. The location of the waste disposal area is shown in Figure 2 – Drainage Improvements Site Layout. A minimum of 2-ft of compacted clayey soil to be placed over any exposed waste.

Item 104 Excavation/Subgrade Preparation and hauling to the stockpile area

The contractor shall excavate and prepare subgrade for drainage ditch, stormwater ponds, and perimeter berm including placement, compaction, hauling, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Over-excavated sandy soil and clay soil shall be hauled to the location as shown in Figure 3 – Drainage Improvements Site Layout. Clay-rich soil shall be used for structural backfill. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 105 Structural fill

The Contractor shall place structural fill for drainage ditch, stormwater ponds, and perimeter berm to achieve the design grade and elevation; including excavation, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Excess clayey soil stockpiled during excavation shall be re-used during structural filling. Details are presented in Drawings. Density requirements is 95% compaction of standard proctor. Testing will be performed for horizontal lifts at one test for each 100 linear feet per each 12 inches of thickness; and parallel lifts at one test for each 8,000 sqft of surface area per lift (but no less than 3 density tests per 6 inch lift). Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 106 Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile

The contractor shall construct the Road on the top of the perimeter berm including supply of materials, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. The Road construction shall consist of Caliche material with underlying 10 oz. nonwoven needle-punched geotextile and Tensar Tx5 Triaxial Geogrid. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 107 Stormwater Ponds - 60 mil HDPE Textured Geomembrane

The contractor shall be responsible for the purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geomembrane shall be installed as per the approved permit Liner Quality Control Plan. Details in Figure 21 – Stormwater Ponds.

Item 108 Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile

The contractor shall be responsible for the purchase, supply, loading, unloading, installation, guarantee, warranty, stormwater/groundwater control, and maintenance. Details are presented in Drawings.

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Item 109 Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe

The contractor shall purchase, supply, supply, load, unload, and install one 24-inch HDPE Pipe to the grade and elevation shown in the design drawings. Details in Figure 21 – Stormwater Ponds and Figure 22 - Typical Details. HDPE pipe shall conform to ASTM D-248, Type III, Class C, Category 5, Grade P34 with a PPI rating of PE 3408.

Item 110 Anchor Trench

Including excavation of a trench, laying geomembrane and geotextile, backfill, compaction, hauling excess soil, stormwater/groundwater control, and surface water control. Details in Figure 21 – Stormwater Ponds and Figure 22 – Typical Details.

Item 111 Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 6 nos. – 36-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 4 – Grading Plan 1. Class III RCP pipe to be installed per TxDOT Item 464.

Item 112 Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 4 nos. – 48-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 7 – Grading Plan 4. Class III RCP pipe to be installed per TxDOT Item 464.

Item 113 Seeding/Vegetation

The contractor shall Seed/vegetate on the areas shown in the figure as well as on the disturbed areas during construction work. The contractor shall be responsible for the full growth of vegetation. Details in Figure 23 – Extent of Vegetation. Seeding per TxDOT Item 164.

Item 114 Gas Interceptor Trench Modification

The contractor shall purchase, load, unload, remove, and reinstall horizontal and vertical 3-inch PVC pipe at the location shown in the figures (See Figure 4 and Figure 5). It includes excavation, hauling, compacted backfill, and stormwater/groundwater control.

The first Gas Interceptor Trench is located approx. between stations 2+00 to 4+00. It lies on the drainage ditch as shown in Figure 4. The 3-inch PVC horizontal pipes shall be removed and re-installed to a depth of 4 feet below the drainage ditch. The 3-inch vertical PVC pipes shall be extended 3 feet above the drainage ditch surface. Details in Figure 22 - Typical Details.

The second Gas Interceptor Trench is located approx. between stations 7+00 to 8+00 as shown in Figure 4. The 3-inch vertical PVC pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

The third Gas Interceptor Trench is located approx. at station 16+50 as shown in Figure 5. The 3-inch PVC vertical pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

Item 201 Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned

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The contractor shall modify the elevations, relocate, or plug and abandon the gas probes, monitoring wells, and piezometers in accordance with the Landfill Perimeter Drainage Improvement drawings as summarized in the table below.

Relocated	Extended	Cut	Plugged and Abandoned
GP-25	MW-22	GP-126	PZ-131
GP-24	GP-35	MW-126	PZ-133
GPD-6	MW-3A	GP-125	
GP-44	MW-12	MW-125	
	GP-48	GP-124	
	GPD-4	MW-124	
	MWD-6	GP-123	
	GP-47	MW-123	
	GPD-5	GP-122	
	MW-18R	MW-122	
	GP-46		
	MWD-7		
	GP-45		
	MW-13		

Gas Probes to be relocated

Borings for monitoring probes will be performed by drillers registered in the State of Texas, drilled with a hollow-stem auger and sampled with a split-tube sampler, logged, and supervised by either a qualified professional geologist or a registered professional engineer. Installation details are provided in Part III, Attachment 6, Landfill Gas Management Plan. Replaced gas probes must be plugged and abandoned by drillers registered in the State of Texas.

Monitoring Wells and Gas Probes to be Extended

Monitoring wells and gas probes to be extended to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Cut

Monitoring wells and gas probes to be cut to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Plugged and Abandoned

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Monitoring wells and gas probes to be plugged and abandoned will be performed by drillers registered in the State of Texas.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.03 Bidder agrees that the Work will be substantially complete within **180** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** calendar days after the date when the Contract Times commence to run.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	October 29, 2024
2	November 14, 2024
3	November 15, 2024
4	November 20, 2024
5	November 22, 2024

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder 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. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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. Bidder 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 Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. 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.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. 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.

d. 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

4X Construction Group, LLC

(typed or printed name of organization)

By: 

(individual's signature)

Name: Jeff Parrish

(typed or printed)

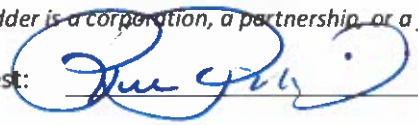
Title: Managing Member

(typed or printed)

Date: 11/26/2024

(typed or printed)

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

Attest: 

(individual's signature)

Name: Rachel Biggs

(typed or printed)

Title: HR Manager

(typed or printed)

Date: 11/26/2024

(typed or printed)

Address for giving notices:

99 Regency Parkway, Suite 303

Mansfield, TX 76063

Bidder's Contact:

Name: Jeff Parrish

(typed or printed)

Title: Managing Member

(typed or printed)

Phone: 817-779-3290

Email: jeff.parrish@4Xconstruction.com

Address:

4X Construction Group, LLC

99 Regency Parkway, Suite 303

Mansfield, TX 76063

Bidder's Contractor License No.: (if applicable) N/A

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2024

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 Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240	**CONTACT NAME:** Service Department **PHONE (A/C, No, Ext):** 972-387-3000 **FAX (A/C, No):** 972-387-3808 **E-MAIL ADDRESS:** services@swinglecollins.com
INSURED 13964 4X Construction Group, LLC 99 Regency Parkway, Suite 303 Mansfield TX 76063	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Trumbull Insurance Company — 27120 **INSURER B :** Hartford Casualty Insurance Co — 29424 **INSURER C :** Hartford Underwriters Ins Co — 30104 **INSURER D :** Westchester Surplus Lines Ins — 10172 **INSURER E :** Hartford Insurance Co — 34690 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 781193420 **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	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	46UEAAY6WFA	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	46UEAEG2284	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			46HHABA0GNV	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	46WEAAJ4TX1	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution			G28337462 004	1/1/2024	1/1/2025	Limit	$5,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. Univeristy Drive
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CNA SURETY

Bid Bond

Bond No. N/A

CONTRACTOR:
(Name, legal status and address)
4x Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

SURETY: Continental Casualty Company: Illinois Corporation
(Name, legal status and principal place of business)
333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

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

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

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

BOND AMOUNT: 5% of Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
PROPOSAL 2025-01, LANDFILL PERIMETER DRAINAGE IMPROVEMENTS, EDINBURG REGIONAL DISPOSAL FACILITY, TCEQ PERMIT MSW-956C

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 19 day of November, 2024.

(Witness)

4x Construction Group, LLC
(Principal) *(Seal)*

(Title) Managing Member

(Witness)

Continental Casualty Company
(Surety) *(Seal)*

(Title) Mark Huff, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bid Bond Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Frank Swingle, Mark Huff, Individually

of Dallas, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 23rd day of June, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 19th day of November, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 11/22/024

Company/Vendor Name: 4X Construction Group, LLC

Printed Name and Title: Jeff Parrish - Managing Member

Authorized Signatory:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF ~~HIDALGO~~ TARRANT

Rachel Biggs, being first duly sworn, deposes and says that: *(Name)* Jeff Parrish

(1) He is President of 4X Construction Group, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Managing Member

Subscribed and sworn to me this 22 day of November 2024.

By: _____

Notary Public

RACHEL BIGGS NOTARY PUBLIC STATE OF TEXAS ID 129621024 EXP. 11-04-2025

My commission expires 11/04/2025

ATTACHMENT VI

HOUSE BILL 89 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, 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:

4X Construction Group, LLC

TYPE/PRINT NAME AND TITLE:

Jeff Parrish - Managing Member

DATE:

11/22/2024

SENATE BILL 13 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, 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:

Jeff Parrish - Managing Member

TYPE/PRINT NAME AND TITLE:

11/22/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Jeff Parrish - Managing Member

TYPE/PRINT NAME AND TITLE:

11/22/2024

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.**

4X Construction Group, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

11/22/024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	4X Construction Group, LLC		
Corporate Office			
Name:	Jeff Parrish	Phone number:	817-779-3290
Title:	Managing Member	Email address:	jeff.parrish@4xconstruction.com
Business address of corporate office:	99 Regency Parkway, Suite 303 Mansfield, TX 76063		
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:	July 2012	State in which Business was formed:	DE
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:			

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

Name:	Jeff Parrish	Title:	Managing Member
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Keith Ruf	Title:	Managing Member
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

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ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Adric Ryan

Safety Certifications

Certification Name	Issuing Agency	Expiration
OSHA 10 Hr Construction Safety and Health	OSHA	N/A
OSHA 30 Hour Outreach Training Program	OSHA	N/A

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

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
4X Construction Group, LLC	0.65	0.73	273,900	0.68	1.55	386,269	0.69	2.05	292,626

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	First Financial Bank	
Business address:	400 NE. Big Bend Trail, Glen Rose, TX 76043	
Date of Business's most recent financial statement:	Available upon Request	☐ Attached
Date of Business's most recent audited financial statement:	Available upon Request	☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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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:	Continental Casualty Company		
Surety is a corporation organized and existing under the laws of the state of:	IL		
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):	151 N. Franklin St. Chicago, IL 60606-1821		
Physical Address (principal place of business):	151 N. Franklin St. Chicago, IL 60606-1821		
Phone (main):	708-218-8526	Phone (claims):	877-682-6115

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)	
The Hartford Insurance Company		Commercial General Liability	
Trumball Insurance Company		Automotive Liability	
The Hartford Insurance Company		Umbrella	
The Hartford Insurance Company		Workers Comp	
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):	Swingle Collins & Associates 13760 Noel Road Ste. 600 Dallas, TX 75240		
Physical Address (principal place of business):	Swingle Collins & Associates 13760 Noel Road Ste. 600 Dallas, TX 75240		
Phone (main):	972-387-3000	Phone (claims):	972-387-3000

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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:	120
Estimate of revenue for the current year:	$58M
Estimate of revenue for the previous year:	$50.5M

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

Years of experience with projects like the proposed project: 11				
As a general contractor:	11	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.

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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.

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This Statement of Qualifications is offered by:

Business: 4X Construction Group, LLC
(typed or printed name of organization)

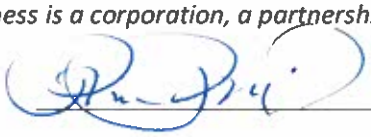
By: 
(individual's signature)

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(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: 
(individual's signature)

Name: Rachel Biggs
(typed or printed)

Title: H.R. Manager
(typed or printed)

Address for giving notices:
4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Designated Representative:

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(typed or printed)

Address:
4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Phone: 817-779-3290

Email: jeff.parrish@4xconstruction.com

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Schedule A—Current Projects

Name of Organization	4X Construction Group, LLC				
Project Owner	City of Lawton, OK		Project Name	Landfill Cells 6&7 Liner Construction	
General Description of Project	Cell Construction				
Project Cost	$ 3,841,081.25		Date Project	Started June 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Marty Hanni	Adric Ryan	Marty Hanni	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sneha Dogre	Associate Civil Engineer	City of Lawton, OK	580-581-3385	sneha.dongre@lawtonok.gov
Designer	Sandeep Saraf	Project Director	SCS Engineers	407-923-7013	ssaraf@scsengineers.com
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					

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Schedule B—Previous Experience with Similar Projects

Name of Organization	4X Construction Group, LLC				
Project Owner	City of Laredo, TX		Project Name	City of Laredo Landfill Phases 4 and 5 Cell Construction	
General Description of Project	Cell Construction				
Project Cost	$ 4,778,499.00		Date Project	February 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	John Porter	Director of Environmental & Solid Waste Services	City of Laredo, TX	956-794-1653	jporter@ci.laredo.tx.us
Designer	Ronald Miller	Engineer	Ardurra	956-462-5511	rmiller@ardurra.com
Construction Manager					

Project Owner	City of Brownfield, TX		Project Name	City of Brownfield Landfill Cell 2 - West Expansion	
General Description of Project	Cell Construction				
Project Cost	$ 1,413,146.60		Date Project	September 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeff Davis	City Manager	City of Brownfield, TX	806-637-4547	jdavis@ci.brownfield.tx.us
Designer	Tyler Krueger	P.E.	Parkhill	806-476-3656	tkrueger@parkhill.com
Construction Manager					

Project Owner	City of Lamesa, TX		Project Name	Cell 5 Construction	
General Description of Project	Cell Construction				
Project Cost	$ 1,274,790.50		Date Project	June 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Joe Hines	City Manager	City of Lamesa, TX	806-872-4321	jhines@ci.lamesa.tx.us
Designer	Robert Holder	P.E.	Parkhill	806-476-3526	hholder@parkhill.com
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization	4X Construction Group, LLC				
Project Owner	Southern Oklahoma Regional Disposal		Project Name	SORD Landfill - Cell 3/4	
General Description of Project	Cell Construction				
Project Cost	$ 2,203,240.05		Date Project	June 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Agustin Rutiaga	Juan Rutiaga	Adric Ryan	Juan Rutiaga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Troy Duke	Landfill Director	SORD	580-226-1276	troyduke@sordlf.org
Designer	Wade Miller	Project Director	SCS Engineers	405-246-1574	wmiller@scsengineers.com
Construction Manager					

Project Owner	City of Garland, TX		Project Name	Hinton Landfill, Construction of Cell 9	
General Description of Project	Cell Construction				
Project Cost	$ 4,907,384.03		Date Project	February 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jeff Parrish	Agustin Rutiaga	Javier Morales	Agustin Rutiaga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Chris Hoofnagle	Landfill Director	City of Garland, TX	972-202-3675	choofnagle@garlandtx.gov
Designer	Nevzat Turan	Principal	Weaver Consultants Grp.	817-735-9770	nturan@wcgrp.com
Construction Manager					

Project Owner	City of Alice, TX		Project Name	Alice Landfill - Section F	
General Description of Project	Cell Construction				
Project Cost	$ 3,557,991.85		Date Project	August 2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Javier Morales	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Robert Guerra	Landfill Director	City of Alice, TX	361-668-7210	robert.guerra@cityofalice.org
Designer	Jon Reinhard	Senior Project Manager	Hanson	361-414-6493	jon.reinhard@hanson-inc.com
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual		Hunter Watson	
Years of experience as project manager		10	
Years of experience with this organization		10	
Number of similar projects as project manager		20	
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
City of Lawton Landfill		20%	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	J. Roy Murray	Name	Tyler Krueger
Title/Position	Vice President	Title/Position	P.E.
Organization	SCS Engineers	Organization	Parkhill
Telephone	817-358-6156	Telephone	806-473-3656
Email	jmurray@scsengineers.com	Email	tkrueger@parkhill.com
Project	Multiple	Project	Multiple
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent			
Name of individual		TBD - Dependent upon timing. Will provide info upon request.	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual		TBD - Dependent upon timing. Will provide info upon request.	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		TBD - Dependent upon timing. Will provide info upon request.	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

4X Construction Group, LLC

This Agreement is by and between **City of Edinburg** ("Owner") and **[*name of contracting entity*]** ("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:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Landfill Perimeter Drainage Improvements**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **WSP USA Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

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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 or arbitration 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 $**1000** 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.

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 $**1000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely 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, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except 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.

ARTICLE 5—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:

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

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ARTICLE 6—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).

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.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid

2. Bonds:

a. Performance bond (together with power of attorney).

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b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **23** sheets with each sheet bearing the following general title: **Landfill Perimeter Drainage Improvements, Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C**.

8. Addenda (numbers **[number]** to **[number]**, inclusive).

10. 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.

ARTICLE 8—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.

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

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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

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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.

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

This Agreement will be effective on **[*date on which Contract becomes effective*]** (which is the Effective Date of the Contract).

Owner:

_____
(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:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

4X Construction Group, LLC
(typed or printed name of organization)

By: Agreement will be signed upon award
(individual's signature)

Date: 11/25/2024
(date signed)

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: HR Manager
(typed or printed)

Address for giving notices:

4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Designated Representative:

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(typed or printed)

Address:

4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Phone: 817-779-3290

Email: jeff.parrish@4xconstruction.com

License No.: N/A
(where applicable)

State: Texas

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

4X Construction Group, LLC
[Typed Name of Company:]

Jeff Parrish - Managing Member
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

11/22/2024
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

Corporate Name: 4X Construction Group, LLC
State of Incorporation: Delaware
Mailing Address: 99 Regency Parkway, Suite 303, Mansfield,TX 76063

- 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.*

Jeff Parrish - Managing Member
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

11/22/2024
[Typed Date]

END OF DOCUMENT

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "4X CONSTRUCTION GROUP, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "4X CONSTRUCTION GROUP, LLC" WAS FORMED ON THE EIGHTEENTH DAY OF JUNE, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.





5171340 8300

Authentication: 204961920

SR# 20244308075

Date: 11-25-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

State Of Delaware

Entity Details

11/22/2024 1:13:34PM

File Number:	5171340	Incorporation Date / Formation Date:	6/18/2012
Entity Name:	4X CONSTRUCTION GROUP, LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	DELAWARE
Status:	Good Standing	Status Date:	6/18/2012

Registered Agent Information

Name:	COGENCY GLOBAL INC.		
Address:	850 NEW BURTON ROAD SUITE 201		
City:	DOVER	Country:	
State:	DE	Postal Code:	19904
Phone:	800-483-1140		

Franchise Tax Account Status

As of : 11/22/2024 11:55:42

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must
obtain a certificate **specific to that purpose.**

4X CONSTRUCTION GROUP, LLC	
Texas Taxpayer Number	32049510822
Mailing Address	99 REGENCY PKWY STE 303 MANSFIELD, TX 76063-7820
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
SOS Registration Status (SOS status updated each business day)	ACTIVE
Effective SOS Registration Date	11/16/2012
Texas SOS File Number	0801686598
Registered Agent Name	COGENCY GLOBAL INC.
Registered Office Street Address	1601 ELM STREET SUITE 4360 DALLAS, TX 75201

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF TARRANT

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

Jeff Parrish, who
[Affiant]

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

4X Construction Group, 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 11/22/2024.
[Date]

Notary Public in and for the State of TEXAS

Rachel Biggs
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 11/04/2025
[Expiration Date]

END OF DOCUMENT

CITY OF EDINBURG NON-BRIBERY MODEL FORM

4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

11/22/2024

Dear City of Edinburg TX

The undersigned party certifies that 4X Construction Group, 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.

Jeff Parrish
Printed name

Signature

Managing Member
Position in bidding company

11/22/2024
Date

ATTACHMENT III

Project Requirements Acknowledgement

This is to certify that I, Jeff Parrish, possess all of the **APPLICABLE:**

1. Licenses:
N/A

2. Bonds:
Bid Bond

3. Certificates:
N/A

4. Permits:
N/A

5. Other:
N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the Proposal, I may be eligible to enter a contract with the City of Edinburg and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the Proposal packet in order to expedite the Proposal evaluation process. Failure to provide said documentation will result in the disqualification of your Proposal.**

Authorized Signature — Date: 1122/2024

4X Construction Group, LLC
Company

99 Regency Parkway, Suite 303
Address

Mansfield, TX 76063
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 of Edinburg 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 of Edinburg 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

CONTRACTOR/S PROVIDING PROPOSAL FOR PROJECT NAME QUALIFICATIONS GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 4X Construction Group, LLC
(Full, correct legal name)

2 Address: 99 Regency Parkway, Suite 303
Mansfield, TX 76063

3. Telephone/Fax: 817-779-3290 / 817-779-3291

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 X____

5. Is your Company authorized and/or licensed to do business in Texas?
Yes X____ No____

6. Where is the Company's corporate headquarters located? Mansfield, TX

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

Yes____ No X____

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

_____ (years) _____ (months)

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

8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No X____

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

_____ (years) _____ (months)

c. 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 of Edinburg may contact concerning your submittal or setting dates for meetings.

    Name: Jeff Parrish
    Address: 99 Regency Parkway, Suite 303, Mansfield,TX 76063
    Telephone: 817-779-3290
    Fax: 817-779-3291
    Email: jeff.parrish@4Xconstruction.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.

November 22, 2024

RE: City of Edinburg, TX – Letter of Recommendation for 4X Construction Group, LLC

To Whom it May Concern,

I have worked with 4X Construction Group, LLC for ten years on multiple cell construction and stormwater/leachate system related projects. They have completed four construction projects under contracts in West Texas over the last two years alone. They are currently working for Republic Services under a contracted cell construction project in Odessa, Texas. I would recommend 4X Construction Group, LLC for any earthwork/engineering project with the following bullets:

- Excellent Project Management
- Highest Quality Final Construction Product
- Excellent Engineering Review
- Excellent Communication During Life of Project
- On Time/On Budget Invoicing

Jeff Parrish is always just a call away to discuss the project of the day.

Feel free to contact me for any questions,

Thank you,

Brian

Brian Danko

Environmental Manager

1408 N MLK BLVD

Lubbock, TX 79403

e bdanko@republicservices.com

o 3257165650

c 3255187397

w RepublicServices.com

WASTE CONNECTIONS INC.
Connect with the Future®

November 21, 2024

To whom it may concern:

I've worked as a Region Engineer at Waste Connections since January 2019 and have had the pleasure of working with 4X Construction Group, LLC on numerous landfill cell construction, stream/channel relocation, road and drainage construction, and other earthwork projects across Oklahoma and Kansas.

The personnel at 4X Construction Group exude professionalism, have attention to detail, and ensure projects are completed in a timely manner and within budget. I would recommend them as a contractor for like projects.

Sincerely,

Rachel Hanigan

Rachel Hanigan, P.E.
Region Engineer
(405) 435-7788
rachel.hanigan@wasteconnections.com

November 25, 2024

To Whom It May Concern

Subject: Letter of Reference 4X Construction Group, LLC

To Whom It May Concern:

I have worked with 4X Construction Group, LLC (4X) on 20 landfill site development and disposal cell construction projects since 2016. These projects have ranged in cost from $500,000 to more than $7,000,000.

I have found 4X's personnel to be professional and competent. Their projects are typically completed on time and within budget.

I have recommended 4X to several of my clients.

If you have any questions or require any additional information, please feel free to contact me at (817) 358-6156.

Sincerely,



J. Roy Murray, P.E.
Vice President
SCS Engineers

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2024

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 Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240	**CONTACT NAME:** Service Department **PHONE (A/C, No, Ext):** 972-387-3000 **FAX (A/C, No):** 972-387-3808 **E-MAIL ADDRESS:** services@swinglecollins.com
INSURED 13964 4X Construction Group, LLC 99 Regency Parkway, Suite 303 Mansfield TX 76063	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Trumbull Insurance Company — 27120 **INSURER B :** Hartford Casualty Insurance Co — 29424 **INSURER C :** Hartford Underwriters Ins Co — 30104 **INSURER D :** Westchester Surplus Lines Ins — 10172 **INSURER E :** Hartford Insurance Co — 34690 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 781193420 **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	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	46UEAAY6WFA	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	46UEAEG2284	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			46HHABA0GNV	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	46WEAAJ4TX1	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution			G28337462 004	1/1/2024	1/1/2025	Limit	$5,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. Univeristy Drive
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CNA SURETY

Bid Bond

Bond No. N/A

CONTRACTOR:
(Name, legal status and address)
4x Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

SURETY: Continental Casualty Company: Illinois Corporation
(Name, legal status and principal place of business)
333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

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

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

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

BOND AMOUNT: 5% of Greatest Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
PROPOSAL 2025-01, LANDFILL PERIMETER DRAINAGE IMPROVEMENTS, EDINBURG REGIONAL DISPOSAL FACILITY, TCEQ PERMIT MSW-956C

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 19 day of November, 2024.

(Witness)

4x Construction Group, LLC
(Principal) (Seal)

(Title) Managing Member

(Witness)

Continental Casualty Company
(Surety) (Seal)

(Title) Mark Huff, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bid Bond Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Frank Swingle, Mark Huff, Individually

of Dallas, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 23rd day of June, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 19th day of November, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

CONFLICT OF INTEREST
DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 11/22/024

Company/Vendor Name: 4X Construction Group, LLC

Printed Name and Title: Jeff Parrish - Managing Member

Authorized Signatory:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF ~~HIDALGO~~ TARRANT

Rachel Biggs, being first duly sworn, deposes and says that: *(Name)* Jeff Parrish

(1) He is President of 4X Construction Group, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Managing Member

Subscribed and sworn to me this 22 day of November 2024.

By: _____

Notary Public

RACHEL BIGGS NOTARY PUBLIC STATE OF TEXAS ID 129621024 EXP. 11-04-2025

My commission expires 11/04/2025

ATTACHMENT VI

HOUSE BILL 89 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, 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:

4X Construction Group, LLC

TYPE/PRINT NAME AND TITLE:

Jeff Parrish - Managing Member

DATE:

11/22/2024

SENATE BILL 13 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, 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:

Jeff Parrish - Managing Member

TYPE/PRINT NAME AND TITLE:

11/22/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Jeff Parrish, the undersigned representative of

4X Construction Group, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Jeff Parrish - Managing Member

TYPE/PRINT NAME AND TITLE:

11/22/2024

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.**

4X Construction Group, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

11/22/024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City Secretary's Office** located at **415 W. University Drive, Edinburg, Texas 78539.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

1. Earthworks

a. Relevant experience with projects of similar size and scope performed over the past five years. The comparable scope shall be at least a quarter of the size of the proposed project.

b. At least two key personnel and their potential alternate with relevant experience with projects of similar size and scope employed by the Bidder.

c. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

2. Geosynthetic Installation

a. A minimum of one million square feet of geomembrane installation over the past five years.

b. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

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3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Mobilization/Demobilization	LS	1	320,000.00	$ 320,000.00
002	Payment and Performance Bond	LS	1	45,000.00	$ 45,000.00
101	Project Dewatering/Stormwater Management	LS	1	45,000.00	$ 45,000.00
102	Temporary Erosion and Sedimentation Control	LS	1	28,000.00	$ 28,000.00
103	Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation	CY	4,700	5.00	$ 23,500.00
104	Excavation/Subgrade Preparation and hauling to the stockpile area	CY	694,000	2.95	$ 2,047,300.00
105	Structural Fill	CY	180,900	2.32	$ 419,688.00
106	Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile	SF	320,400	2.30	$ 736,920.00
107	Stormwater Ponds - 60 mil HDPE Textured Geomembrane	SF	916,500	0.71	$ 650,715.00
108	Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile	SF	916,500	0.34	$ 311,610.00
109	Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe	LF	70	100.00	$ 7,000.00
110	Anchor Trench	LF	5,550	9.00	$ 49,950.00
111	Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts	LF	360	180.00	$ 64,800.00
112	Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts	LF	240	270.00	$ 64,800.00
113	Seeding/Vegetation	AC	29	5,950.00	$ 172,550.00
114	Gas Interceptor Trench Modification	LF	370	35.00	$ 12,950.00
Total of All Unit Price Bid Items					$ 4,999,783.00

Alternate Bid Item

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
201	Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned	LS	1	375,000.00	$ 375,000.00

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Total of All Unit Price Bid Items	$5,374,783.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

The contractor shall provide all necessary materials, labor, full-time supervision (defined as the Contractor's Authorized Representative or Resident Representative unless otherwise approved in writing by the City of Edinburg Project Manager), and equipment to perform the services in accordance with the Construction Agreement, plans, and specifications herein or subsequently approved by the Owner. The Services include, but are not limited to, the following items:

Item 001 Mobilization/Demobilization

Mobilization of sufficient labor, equipment, and material to adequately advance the Work, and demobilization of said items, leaving the site in satisfactory condition. Includes and covers the furnishing of all materials, labor, tools, and equipment necessary for the assembling and setting up of the project, including the initial movement of personnel and equipment to the project site; application, fee payment and acquisition for all necessary permits; the establishment of the Contractor's shops, plants, storage areas, field office, temporary water, electrical, telephone, sanitary and other temporary facilities; establishment of a field office with utilities; and insurance, bonds, and other initial expenses required for the start of work, and demobilization of said items, followed by required site restoration.

Item 002 Payment and Performance Bond

Refer to Contract Forms section 00620 and 00610 for Payment Bond and Performance Bond.

Item 101 Project Dewatering / Stormwater Management

The contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project. Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface water infiltration.

Item 102 Temporary Erosion and Sedimentation Control

The contractor shall also be responsible for constructing and maintaining erosion and sediment controls. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. This requirement shall be in effect over the entire project. The contractor shall install a silt fence and other appropriate measures around the construction area to retain soil on disturbed land and keep sediments out of waterways and storm drains.

Item 103 Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation

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The contractor shall excavate, transport, and dispose of probable waste encountered from south of Pre-Subtitle D (Units 1-4) units during the construction of the drainage ditch. The Contractor shall backfill to achieve the design grade and elevation and prepare the subgrade of the drainage ditch. The location of the waste disposal area is shown in Figure 2 – Drainage Improvements Site Layout. A minimum of 2-ft of compacted clayey soil to be placed over any exposed waste.

Item 104 Excavation/Subgrade Preparation and hauling to the stockpile area

The contractor shall excavate and prepare subgrade for drainage ditch, stormwater ponds, and perimeter berm including placement, compaction, hauling, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Over-excavated sandy soil and clay soil shall be hauled to the location as shown in Figure 3 – Drainage Improvements Site Layout. Clay-rich soil shall be used for structural backfill. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 105 Structural fill

The Contractor shall place structural fill for drainage ditch, stormwater ponds, and perimeter berm to achieve the design grade and elevation; including excavation, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Excess clayey soil stockpiled during excavation shall be re-used during structural filling. Details are presented in Drawings. Density requirements is 95% compaction of standard proctor. Testing will be performed for horizontal lifts at one test for each 100 linear feet per each 12 inches of thickness; and parallel lifts at one test for each 8,000 sqft of surface area per lift (but no less than 3 density tests per 6 inch lift). Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 106 Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile

The contractor shall construct the Road on the top of the perimeter berm including supply of materials, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. The Road construction shall consist of Caliche material with underlying 10 oz. nonwoven needle-punched geotextile and Tensar Tx5 Triaxial Geogrid. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 107 Stormwater Ponds - 60 mil HDPE Textured Geomembrane

The contractor shall be responsible for the purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geomembrane shall be installed as per the approved permit Liner Quality Control Plan. Details in Figure 21 – Stormwater Ponds.

Item 108 Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile

The contractor shall be responsible for the purchase, supply, loading, unloading, installation, guarantee, warranty, stormwater/groundwater control, and maintenance. Details are presented in Drawings.

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Item 109 Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe

The contractor shall purchase, supply, supply, load, unload, and install one 24-inch HDPE Pipe to the grade and elevation shown in the design drawings. Details in Figure 21 – Stormwater Ponds and Figure 22 - Typical Details. HDPE pipe shall conform to ASTM D-248, Type III, Class C, Category 5, Grade P34 with a PPI rating of PE 3408.

Item 110 Anchor Trench

Including excavation of a trench, laying geomembrane and geotextile, backfill, compaction, hauling excess soil, stormwater/groundwater control, and surface water control. Details in Figure 21 – Stormwater Ponds and Figure 22 – Typical Details.

Item 111 Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 6 nos. – 36-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 4 – Grading Plan 1. Class III RCP pipe to be installed per TxDOT Item 464.

Item 112 Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 4 nos. – 48-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 7 – Grading Plan 4. Class III RCP pipe to be installed per TxDOT Item 464.

Item 113 Seeding/Vegetation

The contractor shall Seed/vegetate on the areas shown in the figure as well as on the disturbed areas during construction work. The contractor shall be responsible for the full growth of vegetation. Details in Figure 23 – Extent of Vegetation. Seeding per TxDOT Item 164.

Item 114 Gas Interceptor Trench Modification

The contractor shall purchase, load, unload, remove, and reinstall horizontal and vertical 3-inch PVC pipe at the location shown in the figures (See Figure 4 and Figure 5). It includes excavation, hauling, compacted backfill, and stormwater/groundwater control.

The first Gas Interceptor Trench is located approx. between stations 2+00 to 4+00. It lies on the drainage ditch as shown in Figure 4. The 3-inch PVC horizontal pipes shall be removed and re-installed to a depth of 4 feet below the drainage ditch. The 3-inch vertical PVC pipes shall be extended 3 feet above the drainage ditch surface. Details in Figure 22 - Typical Details.

The second Gas Interceptor Trench is located approx. between stations 7+00 to 8+00 as shown in Figure 4. The 3-inch vertical PVC pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

The third Gas Interceptor Trench is located approx. at station 16+50 as shown in Figure 5. The 3-inch PVC vertical pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

Item 201 Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned

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The contractor shall modify the elevations, relocate, or plug and abandon the gas probes, monitoring wells, and piezometers in accordance with the Landfill Perimeter Drainage Improvement drawings as summarized in the table below.

Relocated	Extended	Cut	Plugged and Abandoned
GP-25	MW-22	GP-126	PZ-131
GP-24	GP-35	MW-126	PZ-133
GPD-6	MW-3A	GP-125	
GP-44	MW-12	MW-125	
	GP-48	GP-124	
	GPD-4	MW-124	
	MWD-6	GP-123	
	GP-47	MW-123	
	GPD-5	GP-122	
	MW-18R	MW-122	
	GP-46		
	MWD-7		
	GP-45		
	MW-13		

Gas Probes to be relocated

Borings for monitoring probes will be performed by drillers registered in the State of Texas, drilled with a hollow-stem auger and sampled with a split-tube sampler, logged, and supervised by either a qualified professional geologist or a registered professional engineer. Installation details are provided in Part III, Attachment 6, Landfill Gas Management Plan. Replaced gas probes must be plugged and abandoned by drillers registered in the State of Texas.

Monitoring Wells and Gas Probes to be Extended

Monitoring wells and gas probes to be extended to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Cut

Monitoring wells and gas probes to be cut to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Plugged and Abandoned

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Monitoring wells and gas probes to be plugged and abandoned will be performed by drillers registered in the State of Texas.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.03 Bidder agrees that the Work will be substantially complete within **180** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** calendar days after the date when the Contract Times commence to run.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	October 29, 2024
2	November 14, 2024
3	November 15, 2024
4	November 20, 2024
5	November 22, 2024

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder 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. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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. Bidder 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 Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. 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.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. 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.

d. 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

4X Construction Group, LLC

(typed or printed name of organization)

By: 

(individual's signature)

Name: Jeff Parrish

(typed or printed)

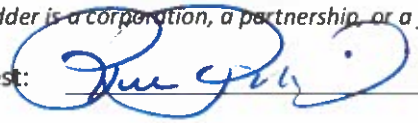
Title: Managing Member

(typed or printed)

Date: 11/26/2024

(typed or printed)

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

Attest: 

(individual's signature)

Name: Rachel Biggs

(typed or printed)

Title: HR Manager

(typed or printed)

Date: 11/26/2024

(typed or printed)

Address for giving notices:

99 Regency Parkway, Suite 303

Mansfield, TX 76063

Bidder's Contact:

Name: Jeff Parrish

(typed or printed)

Title: Managing Member

(typed or printed)

Phone: 817-779-3290

Email: jeff.parrish@4Xconstruction.com

Address:

4X Construction Group, LLC

99 Regency Parkway, Suite 303

Mansfield, TX 76063

Bidder's Contractor License No.: (if applicable) N/A

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ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	4X Construction Group, LLC		
Corporate Office			
Name:	Jeff Parrish	Phone number:	817-779-3290
Title:	Managing Member	Email address:	jeff.parrish@4xconstruction.com
Business address of corporate office:	99 Regency Parkway, Suite 303 Mansfield, TX 76063		
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:	July 2012	State in which Business was formed:	DE
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:			

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

Name:	Jeff Parrish	Title:	Managing Member
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Keith Ruf	Title:	Managing Member
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

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ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Adric Ryan

Safety Certifications

Certification Name	Issuing Agency	Expiration
OSHA 10 Hr Construction Safety and Health	OSHA	N/A
OSHA 30 Hour Outreach Training Program	OSHA	N/A

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

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
4X Construction Group, LLC	0.65	0.73	273,900	0.68	1.55	386,269	0.69	2.05	292,626

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	First Financial Bank	
Business address:	400 NE. Big Bend Trail, Glen Rose, TX 76043	
Date of Business's most recent financial statement:	Available upon Request	☐ Attached
Date of Business's most recent audited financial statement:	Available upon Request	☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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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:	Continental Casualty Company		
Surety is a corporation organized and existing under the laws of the state of:	IL		
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):	151 N. Franklin St. Chicago, IL 60606-1821		
Physical Address (principal place of business):	151 N. Franklin St. Chicago, IL 60606-1821		
Phone (main):	708-218-8526	Phone (claims):	877-682-6115

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)	
The Hartford Insurance Company		Commercial General Liability	
Trumball Insurance Company		Automotive Liability	
The Hartford Insurance Company		Umbrella	
The Hartford Insurance Company		Workers Comp	
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):	Swingle Collins & Associates 13760 Noel Road Ste. 600 Dallas, TX 75240		
Physical Address (principal place of business):	Swingle Collins & Associates 13760 Noel Road Ste. 600 Dallas, TX 75240		
Phone (main):	972-387-3000	Phone (claims):	972-387-3000

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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:	120
Estimate of revenue for the current year:	$58M
Estimate of revenue for the previous year:	$50.5M

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

Years of experience with projects like the proposed project: 11				
As a general contractor:	11	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.

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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.

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This Statement of Qualifications is offered by:

Business: 4X Construction Group, LLC
(typed or printed name of organization)

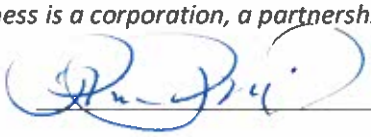
By: 
(individual's signature)

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(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: 
(individual's signature)

Name: Rachel Biggs
(typed or printed)

Title: H.R. Manager
(typed or printed)

Address for giving notices:
4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Designated Representative:

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(typed or printed)

Address:
4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Phone: 817-779-3290

Email: jeff.parrish@4xconstruction.com

EJCDC C-451, Qualifications Statement.
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Schedule A—Current Projects

Name of Organization	4X Construction Group, LLC				
Project Owner	City of Lawton, OK		Project Name	Landfill Cells 6&7 Liner Construction	
General Description of Project	Cell Construction				
Project Cost	$ 3,841,081.25		Date Project	Started June 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Marty Hanni	Adric Ryan	Marty Hanni	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sneha Dogre	Associate Civil Engineer	City of Lawton, OK	580-581-3385	sneha.dongre@lawtonok.gov
Designer	Sandeep Saraf	Project Director	SCS Engineers	407-923-7013	ssaraf@scsengineers.com
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					

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
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Schedule B—Previous Experience with Similar Projects

Name of Organization	4X Construction Group, LLC				
Project Owner	City of Laredo, TX		Project Name	City of Laredo Landfill Phases 4 and 5 Cell Construction	
General Description of Project	Cell Construction				
Project Cost	$ 4,778,499.00		Date Project	February 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	John Porter	Director of Environmental & Solid Waste Services	City of Laredo, TX	956-794-1653	jporter@ci.laredo.tx.us
Designer	Ronald Miller	Engineer	Ardurra	956-462-5511	rmiller@ardurra.com
Construction Manager					

Project Owner	City of Brownfield, TX		Project Name	City of Brownfield Landfill Cell 2 - West Expansion	
General Description of Project	Cell Construction				
Project Cost	$ 1,413,146.60		Date Project	September 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeff Davis	City Manager	City of Brownfield, TX	806-637-4547	jdavis@ci.brownfield.tx.us
Designer	Tyler Krueger	P.E.	Parkhill	806-476-3656	tkrueger@parkhill.com
Construction Manager					

Project Owner	City of Lamesa, TX		Project Name	Cell 5 Construction	
General Description of Project	Cell Construction				
Project Cost	$ 1,274,790.50		Date Project	June 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Adric Ryan	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Joe Hines	City Manager	City of Lamesa, TX	806-872-4321	jhines@ci.lamesa.tx.us
Designer	Robert Holder	P.E.	Parkhill	806-476-3526	hholder@parkhill.com
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization	4X Construction Group, LLC				
Project Owner	Southern Oklahoma Regional Disposal		Project Name	SORD Landfill - Cell 3/4	
General Description of Project	Cell Construction				
Project Cost	$ 2,203,240.05		Date Project	June 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Agustin Rutiaga	Juan Rutiaga	Adric Ryan	Juan Rutiaga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Troy Duke	Landfill Director	SORD	580-226-1276	troyduke@sordlf.org
Designer	Wade Miller	Project Director	SCS Engineers	405-246-1574	wmiller@scsengineers.com
Construction Manager					

Project Owner	City of Garland, TX		Project Name	Hinton Landfill, Construction of Cell 9	
General Description of Project	Cell Construction				
Project Cost	$ 4,907,384.03		Date Project	February 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jeff Parrish	Agustin Rutiaga	Javier Morales	Agustin Rutiaga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Chris Hoofnagle	Landfill Director	City of Garland, TX	972-202-3675	choofnagle@garlandtx.gov
Designer	Nevzat Turan	Principal	Weaver Consultants Grp.	817-735-9770	nturan@wcgrp.com
Construction Manager					

Project Owner	City of Alice, TX		Project Name	Alice Landfill - Section F	
General Description of Project	Cell Construction				
Project Cost	$ 3,557,991.85		Date Project	August 2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hunter Watson	Pete Douga	Javier Morales	Pete Douga	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Robert Guerra	Landfill Director	City of Alice, TX	361-668-7210	robert.guerra@cityofalice.org
Designer	Jon Reinhard	Senior Project Manager	Hanson	361-414-6493	jon.reinhard@hanson-inc.com
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual		Hunter Watson	
Years of experience as project manager		10	
Years of experience with this organization		10	
Number of similar projects as project manager		20	
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
City of Lawton Landfill		20%	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	J. Roy Murray	Name	Tyler Krueger
Title/Position	Vice President	Title/Position	P.E.
Organization	SCS Engineers	Organization	Parkhill
Telephone	817-358-6156	Telephone	806-473-3656
Email	jmurray@scsengineers.com	Email	tkrueger@parkhill.com
Project	Multiple	Project	Multiple
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent			
Name of individual		TBD - Dependent upon timing. Will provide info upon request.	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual		TBD - Dependent upon timing. Will provide info upon request.	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		TBD - Dependent upon timing. Will provide info upon request.	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

4X Construction Group, LLC

This Agreement is by and between **City of Edinburg** ("Owner") and **[*name of contracting entity*]** ("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:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Landfill Perimeter Drainage Improvements**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **WSP USA Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

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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 or arbitration 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 $**1000** 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.

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 $**1000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely 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, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except 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.

ARTICLE 5—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:

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

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ARTICLE 6—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).

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.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid

2. Bonds:

a. Performance bond (together with power of attorney).

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b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **23** sheets with each sheet bearing the following general title: **Landfill Perimeter Drainage Improvements, Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C**.

8. Addenda (numbers **[number]** to **[number]**, inclusive).

10. 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.

ARTICLE 8—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.

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

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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

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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.

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

This Agreement will be effective on **[*date on which Contract becomes effective*]** (which is the Effective Date of the Contract).

Owner:

_____
(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:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

4X Construction Group, LLC
(typed or printed name of organization)

By: Agreement will be signed upon award
(individual's signature)

Date: 11/25/2024
(date signed)

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: HR Manager
(typed or printed)

Address for giving notices:

4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Designated Representative:

Name: Jeff Parrish
(typed or printed)

Title: Managing Member
(typed or printed)

Address:

4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

Phone: 817-779-3290

Email: jeff.parrish@4xconstruction.com

License No.: N/A
(where applicable)

State: Texas

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Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

4X Construction Group, LLC
[Typed Name of Company:]

Jeff Parrish - Managing Member
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

11/22/2024
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

Corporate Name: 4X Construction Group, LLC
State of Incorporation: Delaware
Mailing Address: 99 Regency Parkway, Suite 303, Mansfield,TX 76063

- 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.

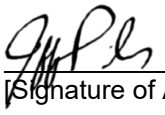
Sole Proprietorship

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.*

Jeff Parrish - Managing Member
[Typed Name and Title of Authorized Representative]



[Signature of Authorized Representative]

11/22/2024
[Typed Date]

END OF DOCUMENT

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "4X CONSTRUCTION GROUP, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "4X CONSTRUCTION GROUP, LLC" WAS FORMED ON THE EIGHTEENTH DAY OF JUNE, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.





5171340 8300

Authentication: 204961920

SR# 20244308075

Date: 11-25-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

State Of Delaware

Entity Details

11/22/2024 1:13:34PM

File Number:	5171340	Incorporation Date / Formation Date:	6/18/2012
Entity Name:	4X CONSTRUCTION GROUP, LLC		
Entity Kind:	Limited Liability Company	Entity Type:	General
Residency:	Domestic	State:	DELAWARE
Status:	Good Standing	Status Date:	6/18/2012

Registered Agent Information

Name:	COGENCY GLOBAL INC.		
Address:	850 NEW BURTON ROAD SUITE 201		
City:	DOVER	Country:	
State:	DE	Postal Code:	19904
Phone:	800-483-1140		

Franchise Tax Account Status

As of : 11/22/2024 11:55:42

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must
obtain a certificate **specific to that purpose.**

4X CONSTRUCTION GROUP, LLC	
Texas Taxpayer Number	32049510822
Mailing Address	99 REGENCY PKWY STE 303 MANSFIELD, TX 76063-7820
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
SOS Registration Status (SOS status updated each business day)	ACTIVE
Effective SOS Registration Date	11/16/2012
Texas SOS File Number	0801686598
Registered Agent Name	COGENCY GLOBAL INC.
Registered Office Street Address	1601 ELM STREET SUITE 4360 DALLAS, TX 75201

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF TARRANT

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

Jeff Parrish, who
[Affiant]

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

4X Construction Group, 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 11/22/2024.
[Date]

Notary Public in and for the State of TEXAS

Rachel Biggs
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 11/04/2025
[Expiration Date]

END OF DOCUMENT

CITY OF EDINBURG NON-BRIBERY MODEL FORM

4X Construction Group, LLC
99 Regency Parkway, Suite 303
Mansfield, TX 76063

11/22/2024

Dear City of Edinburg TX

The undersigned party certifies that 4X Construction Group, 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.

Jeff Parrish
Printed name

Signature

Managing Member
Position in bidding company

11/22/2024
Date

ATTACHMENT III

Project Requirements Acknowledgement

This is to certify that I, Jeff Parrish, possess all of the **APPLICABLE:**

1. Licenses:
N/A

2. Bonds:
Bid Bond

3. Certificates:
N/A

4. Permits:
N/A

5. Other:
N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the Proposal, I may be eligible to enter a contract with the City of Edinburg 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 Proposal packet in order to expedite the Proposal evaluation process. Failure to provide said documentation will result in the disqualification of your Proposal.**

Authorized Signature — Date: 1122/2024

4X Construction Group, LLC
Company

99 Regency Parkway, Suite 303
Address

Mansfield, TX 76063
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 of Edinburg 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 of Edinburg 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

CONTRACTOR/S PROVIDING PROPOSAL FOR PROJECT NAME QUALIFICATIONS GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 4X Construction Group, LLC
(Full, correct legal name)

2 Address: 99 Regency Parkway, Suite 303
Mansfield, TX 76063

3. Telephone/Fax: 817-779-3290 / 817-779-3291

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 X____

5. Is your Company authorized and/or licensed to do business in Texas?
Yes X____ No____

6. Where is the Company's corporate headquarters located? Mansfield, TX

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

Yes____ No X____

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

_____ (years) _____ (months)

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

8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No X____

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

_____ (years) _____ (months)

c. 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 of Edinburg may contact concerning your submittal or setting dates for meetings.

    Name: Jeff Parrish
    Address: 99 Regency Parkway, Suite 303, Mansfield,TX 76063
    Telephone: 817-779-3290
    Fax: 817-779-3291
    Email: jeff.parrish@4Xconstruction.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.

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[ECON GROUP, LLC] RESPONSE DOCUMENT REPORT

RFP No. 2025-01

Landfill Perimeter Drainage Improvements

RESPONSE DEADLINE: November 26, 2024 at 3:30 pm

Report Generated: Tuesday, November 26, 2024

Econ Group, LLC Response

CONTACT INFORMATION

Company:
Econ Group, LLC

Email:
genriquez@econgroup.us

Contact:
Gilbert Enriquez

Address:
3025 S. Sugar Rd
Edinburg, TX 78539

Phone:
N/A

Website:
N/A

Submission Date:
Nov 26, 2024 2:00 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Nov 25, 2024 9:38 AM by Gilbert Enriquez

Addendum #2
Confirmed Nov 25, 2024 9:38 AM by Gilbert Enriquez

Addendum #3
Confirmed Nov 25, 2024 9:38 AM by Gilbert Enriquez

Addendum #4
Confirmed Nov 25, 2024 9:38 AM by Gilbert Enriquez

Addendum #5
Confirmed Nov 25, 2024 9:39 AM by Gilbert Enriquez

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Econ_Complete_Bid_Package.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

Econ_COI.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Econ_Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Econ_Noncollusion_Affidavit.pdf

PLEASE FILL OUT AND SIGN ATTACHMENT VI - HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- Attachment_VI_-_HB_89.pdf

Econ_Attachment_VI_House_Bill_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Econ_Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Econ_Senate_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Econ_Conflict_of_Interest_Questionnaire.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at

least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE BID FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- C410 Bid Form - Addendum 4.pdf

Econ_Bid_Form.pdf

PLEASE FILL OUT AND SIGN THE QUALIFICATIONS STATEMENT AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- C451 Qualifications Stateme...

Econ_General_Informaiton.pdf

PLEASE FILL OUT AND SIGN THE AGREEMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- C520 Agreement (1).pdf

Econ_Agreement_Contractor_and_Owner.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.

- C610 Performance Bond.pdf

Econ_Bid_Bond.pdf

IF AWARDED THE PERFORMANCE BOND WILL NEED TO BE PROVIDED*
Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.

- C615_Payment_Bond.pdf

Econ_Bid_Bond.pdf

IF AWARDED THE PAYMENT BOND WILL NEED TO BE PROVIDED*
Yes

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O_-_Certificate_Regarding_D...

Econ_Certificate_Regarding_Debarment.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N_-_Form_of_Business_Docume...

Econ_Form_of_Business.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Attachment_II_-_Affidavit_o...

Econ_Affidavit_of_Insurance.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE. *

Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Econ_Non_Bribery_Form.pdf

PLEASE FILL OUT ATTACHMENT III - PROJECT REQUIREMENTS AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Attachment III - Project Re...

Econ_Project_Requirements_Acknowledgement.pdf

PLEASE FILL OUT THE ATTACHMENT IV - LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- Attachement IV Litigation D...

Econ_Litigation_Disclosure.pdf

PLEASE FILL OUT ATTACHMENT V -CONTRACTORS PROVIDING PROPOSAL AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- Attachment V - Contractors ...

Econ_Attachment_V_General_Questionnaire.pdf

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City Secretary's Office** located at **415 W. University Drive, Edinburg, Texas 78539.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

1. Earthworks

a. Relevant experience with projects of similar size and scope performed over the past five years. The comparable scope shall be at least a quarter of the size of the proposed project.

b. At least two key personnel and their potential alternate with relevant experience with projects of similar size and scope employed by the Bidder.

c. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

2. Geosynthetic Installation

a. A minimum of one million square feet of geomembrane installation over the past five years.

b. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

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3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Mobilization/Demobilization	LS	1	71,221.50	$ 71,221.50
002	Payment and Performance Bond	LS	1	115,000.00	$ 115,000.00
101	Project Dewatering/Stormwater Management	LS	1	174,097.00	$ 174,097.00
102	Temporary Erosion and Sedimentation Control	LS	1	109,206.30	$ 109,206.30
103	Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation	CY	4,700	43.68	$ 205,296.00
104	Excavation/Subgrade Preparation and hauling to the stockpile area	CY	694,000	3.11	$ 2,158,340.00
105	Structural Fill	CY	180,900	7.29	$ 1,318,761.00
106	Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile	SF	320,400	3.65	$ 1,169,460.00
107	Stormwater Ponds - 60 mil HDPE Textured Geomembrane	SF	916,500	.88	$ 806,520.00
108	Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile	SF	916,500	.62	$ 568,230.00
109	Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe	LF	70	76.77	$ 5,373.90
110	Anchor Trench	LF	5,550	31.61	$ 175,435.50
111	Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts	LF	360	192.04	$ 69,134.40
112	Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts	LF	240	293.68	$ 70,483.20
113	Seeding/Vegetation	AC	29	3,877.62	$ 112,450.98
114	Gas Interceptor Trench Modification	LF	370	235.26	$ 87,046.20
Total of All Unit Price Bid Items					$ 7,216,055.98

Alternate Bid Item

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
201	Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned	LS	1	553,612.50	$ 553,612.50

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Total of All Unit Price Bid Items	$ 553,618.50

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

The contractor shall provide all necessary materials, labor, full-time supervision (defined as the Contractor's Authorized Representative or Resident Representative unless otherwise approved in writing by the City of Edinburg Project Manager), and equipment to perform the services in accordance with the Construction Agreement, plans, and specifications herein or subsequently approved by the Owner. The Services include, but are not limited to, the following items:

Item 001 Mobilization/Demobilization

Mobilization of sufficient labor, equipment, and material to adequately advance the Work, and demobilization of said items, leaving the site in satisfactory condition. Includes and covers the furnishing of all materials, labor, tools, and equipment necessary for the assembling and setting up of the project, including the initial movement of personnel and equipment to the project site; application, fee payment and acquisition for all necessary permits; the establishment of the Contractor's shops, plants, storage areas, field office, temporary water, electrical, telephone, sanitary and other temporary facilities; establishment of a field office with utilities; and insurance, bonds, and other initial expenses required for the start of work, and demobilization of said items, followed by required site restoration.

Item 002 Payment and Performance Bond

Refer to Contract Forms section 00620 and 00610 for Payment Bond and Performance Bond.

Item 101 Project Dewatering / Stormwater Management

The contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project. Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface water infiltration.

Item 102 Temporary Erosion and Sedimentation Control

The contractor shall also be responsible for constructing and maintaining erosion and sediment controls. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. This requirement shall be in effect over the entire project. The contractor shall install a silt fence and other appropriate measures around the construction area to retain soil on disturbed land and keep sediments out of waterways and storm drains.

Item 103 Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation

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The contractor shall excavate, transport, and dispose of probable waste encountered from south of Pre-Subtitle D (Units 1-4) units during the construction of the drainage ditch. The Contractor shall backfill to achieve the design grade and elevation and prepare the subgrade of the drainage ditch. The location of the waste disposal area is shown in Figure 2 – Drainage Improvements Site Layout. A minimum of 2-ft of compacted clayey soil to be placed over any exposed waste.

Item 104 Excavation/Subgrade Preparation and hauling to the stockpile area

The contractor shall excavate and prepare subgrade for drainage ditch, stormwater ponds, and perimeter berm including placement, compaction, hauling, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Over-excavated sandy soil and clay soil shall be hauled to the location as shown in Figure 3 – Drainage Improvements Site Layout. Clay-rich soil shall be used for structural backfill. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 105 Structural fill

The Contractor shall place structural fill for drainage ditch, stormwater ponds, and perimeter berm to achieve the design grade and elevation; including excavation, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Excess clayey soil stockpiled during excavation shall be re-used during structural filling. Details are presented in Drawings. Density requirements is 95% compaction of standard proctor. Testing will be performed for horizontal lifts at one test for each 100 linear feet per each 12 inches of thickness; and parallel lifts at one test for each 8,000 sqft of surface area per lift (but no less than 3 density tests per 6 inch lift). Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 106 Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile

The contractor shall construct the Road on the top of the perimeter berm including supply of materials, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. The Road construction shall consist of Caliche material with underlying 10 oz. nonwoven needle-punched geotextile and Tensar Tx5 Triaxial Geogrid. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 107 Stormwater Ponds - 60 mil HDPE Textured Geomembrane

The contractor shall be responsible for the purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geomembrane shall be installed as per the approved permit Liner Quality Control Plan. Details in Figure 21 – Stormwater Ponds.

Item 108 Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile

The contractor shall be responsible for the purchase, supply, loading, unloading, installation, guarantee, warranty, stormwater/groundwater control, and maintenance. Details are presented in Drawings.

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Item 109 Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe

The contractor shall purchase, supply, supply, load, unload, and install one 24-inch HDPE Pipe to the grade and elevation shown in the design drawings. Details in Figure 21 – Stormwater Ponds and Figure 22 - Typical Details. HDPE pipe shall conform to ASTM D-248, Type III, Class C, Category 5, Grade P34 with a PPI rating of PE 3408.

Item 110 Anchor Trench

Including excavation of a trench, laying geomembrane and geotextile, backfill, compaction, hauling excess soil, stormwater/groundwater control, and surface water control. Details in Figure 21 – Stormwater Ponds and Figure 22 – Typical Details.

Item 111 Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 6 nos. – 36-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 4 – Grading Plan 1. Class III RCP pipe to be installed per TxDOT Item 464.

Item 112 Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 4 nos. – 48-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 7 – Grading Plan 4. Class III RCP pipe to be installed per TxDOT Item 464.

Item 113 Seeding/Vegetation

The contractor shall Seed/vegetate on the areas shown in the figure as well as on the disturbed areas during construction work. The contractor shall be responsible for the full growth of vegetation. Details in Figure 23 – Extent of Vegetation. Seeding per TxDOT Item 164.

Item 114 Gas Interceptor Trench Modification

The contractor shall purchase, load, unload, remove, and reinstall horizontal and vertical 3-inch PVC pipe at the location shown in the figures (See Figure 4 and Figure 5). It includes excavation, hauling, compacted backfill, and stormwater/groundwater control.

The first Gas Interceptor Trench is located approx. between stations 2+00 to 4+00. It lies on the drainage ditch as shown in Figure 4. The 3-inch PVC horizontal pipes shall be removed and re-installed to a depth of 4 feet below the drainage ditch. The 3-inch vertical PVC pipes shall be extended 3 feet above the drainage ditch surface. Details in Figure 22 - Typical Details.

The second Gas Interceptor Trench is located approx. between stations 7+00 to 8+00 as shown in Figure 4. The 3-inch vertical PVC pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

The third Gas Interceptor Trench is located approx. at station 16+50 as shown in Figure 5. The 3-inch PVC vertical pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

Item 201 Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned

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The contractor shall modify the elevations, relocate, or plug and abandon the gas probes, monitoring wells, and piezometers in accordance with the Landfill Perimeter Drainage Improvement drawings as summarized in the table below.

Relocated	Extended	Cut	Plugged and Abandoned
GP-25	MW-22	GP-126	PZ-131
GP-24	GP-35	MW-126	PZ-133
GPD-6	MW-3A	GP-125	
GP-44	MW-12	MW-125	
	GP-48	GP-124	
	GPD-4	MW-124	
	MWD-6	GP-123	
	GP-47	MW-123	
	GPD-5	GP-122	
	MW-18R	MW-122	
	GP-46		
	MWD-7		
	GP-45		
	MW-13		

Gas Probes to be relocated

Borings for monitoring probes will be performed by drillers registered in the State of Texas, drilled with a hollow-stem auger and sampled with a split-tube sampler, logged, and supervised by either a qualified professional geologist or a registered professional engineer. Installation details are provided in Part III, Attachment 6, Landfill Gas Management Plan. Replaced gas probes must be plugged and abandoned by drillers registered in the State of Texas.

Monitoring Wells and Gas Probes to be Extended

Monitoring wells and gas probes to be extended to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Cut

Monitoring wells and gas probes to be cut to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Plugged and Abandoned

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Monitoring wells and gas probes to be plugged and abandoned will be performed by drillers registered in the State of Texas.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.03 Bidder agrees that the Work will be substantially complete within **180** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** calendar days after the date when the Contract Times commence to run.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	October 29, 2024
2	November 14, 2024
3	November 15, 2024
4	Nov. 20, 2024
5	Nov. 22, 2024

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder 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. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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. Bidder 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 Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. 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.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. 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.

d. 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder: E-Con Group, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Gilberto Enriquez
(typed or printed)

Title: President
(typed or printed)

Date: 11-25-24
(typed or printed)

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

Attest: _____
(individual's signature)

Name: Diana V. Enriquez
(typed or printed)

Title: Secretary
(typed or printed)

Date: 11-25-24
(typed or printed)

Address for giving notices: 3025 S. Sugar Rd.
Edinburg TX 78539

Bidder's Contact:

Name: Gilberto Enriquez
(typed or printed)

Title: President
(typed or printed)

Phone: 956.259.8005

Email: genriquez@econgroup.us

Address: 3025 S. Sugar Rd.
Edinburg TX 78539

Bidder's Contractor License No.: (if applicable) N/A

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ENRIQUEZ CONSTRUCTION

LIST OF SUBCONTRACTORS

1. 3E Logistics - Qualifications and Resumes Attached
2. Patriot Environmental - Qualifications and Resumes Attached
3. Mustang Extreme Environmental - Qualifications and Resumes Attached

LIST OF SUPPLIERS

1. ACT Pipe & Supply
2. Royal Concrete Products
3. VMK Concrete

P.O. BOX 2999 EDINBURG, TEXAS 78540
OFFICE (956) 259-8005 FAX (956) 259-8009
WWW.ECONGROUP.US

3309 W. Alberta Road
-Edinburg, TX 78539
956-587-2972
3elogistics.tx@gmail.com

3 E LOGISTICS OF TX, LLC

PURPOSE & STANDARDS

It is our mission to provide premiere construction services to the community of the Rio Grande Valley including site work, utilities and concrete works.

3 E Logistics of Tx, LLC strives to be a leader in the construction field by possessing the following standards.

- The Company shall be well organized, structured for growth, and adaptive to change.
- Employees should be provided with the best possible opportunities to use their skills and talents.
- Owners should receive quality work, constructed with a high degree of professionalism.
- Subcontractors and Suppliers should be treated as partners, with fairness and respect, while being required to perform the same standards as those of 3E Logistics of Tx, LLC.

SCOPE OF WORK

3 E Logistics of Tx, LLC strives to be a leader in the construction field by maintaining expertise in the following areas.

- Sitework
- Utilities
- Asphalt Paving
- Concrete Works
- Striping
- Thermoplastic Pavement Markings
- Installation of Signage
- Demolition
- Material Hauling

EXPERIENCE

ANZALDUAS U.S LAND PORT OF ENTRY- $2,100,000.00

Contractor: D.Wilson Construction

Scope of Work: Foundation Pads 150,000 SF with 90,000 CY Of Select Fill, 800,000 SF of Geo Grid, Concrete Works

HCDD1 SOUTH MAIN DRAINAGE- $5,150,000.00

Contractor: ECON GROUP, LLC

Scope of Work: Sitework, Concrete Works, Excavation and Hauling of 951,000 CY of existing drainage canal, Shaping and grading to proposed grade, Installation of Drainage Pipe and Inlet Boxes, Concrete Works

NORTHWEST BLUELINE REGIONAL DETENTION CENTER-$1,242,348.00

Contractor: ECON GROUP, LLC

Scope of Work: Excavation and Hauling of 91,000 CY of Existing Drainage Canal, Shaping and Grading Proposed Grade, Installation of Drainage Pipe and Inlet Boxes, Concrete Works

ALAMO EXPRESSWAY DRAIN PHASE II-$700,719.91

Contractor: 3E LOGISTICS OF TX, LLC

Scope of Work: Excavation and Hauling of 38,000 CY of Existing Drainage Canal, Shaping and Grading Proposed Grade, Installation of Drainage Pipe and Inlet Boxes, Concrete Works

BRENAALEEN CEDAR DRAINAGE IMPROVEMENTS-$780,596.66

Contractor: 3E LOGISTICS OF TX, LLC

Scope of Work: Excavation and Hauling of 21,700 CY of Existing Drainage Canal, Shaping and Grading Proposed Grade, Installation of Drainage Pipe and Inlet Boxes, Concrete Works

TRENTON PLAZA- $1,150,000.00

Contractor: ORIGO WORKS

Scope of Work: Site, Utilities, Asphalt Paving, Concrete Works

RESACA VILLAGE- $750,000.00

Contractor: ORIGO WORKS

Scope of Work- Site, Utilities, Asphalt Paving, Concrete Works

REFERENCES

ERNEST TREVINO

PROJECT MANAGER/ LEAD ESTIMATOR

D.WILSON CONSTRUCTION

956-686-9573

GILBERT ENRIQUEZ

PRESIDENT, GENERAL CONTRACTOR

ECON GROUP, INC.

956-259-8005

CESAR BARRERA
PROJECT MANAGER
ORIGO WORKS
787-463-4350

ELI GONZALEZ

Edinburg, Texas 78539
956-587-2972 - 3elogistics.tx@gmail.com

PROFESSIONAL SUMMARY

Hard-driving business leader offering skill in strategic business planning and team development. Skillfully recruit and train employees at all levels to meet customer and business demands. Articulate, forward-thinking and resourceful in meeting unique needs.

SKILLS

- Team Oversight
- Scheduling
- Bidding Processes
- Product Branding
- Negotiation
- Financial Management
- Business administration
- Human Resource Management
- Multi-Site Operations
- Business process re-engineering
- Lean manufacturing and design
- Project planning and development
- Contract Review and Recommendations
- Advanced Problem Solving

WORK HISTORY

05/2020 to Current **Owner**

3E Logistics, LLC – Edinburg, Texas

- Managed day-to-day business operations.
- Enhanced operational efficiency and productivity by managing budgets, accounts and costs.
- Developed criteria, application instructions, procedural manuals, and contracts for federal and state public transportation programs.
- Completed regular inspections and maintenance actions, as well as basic equipment repairs, to keep equipment operating at peak levels.
- Prepared annual budgets with controls to prevent overages.
- Operated with safety and skill to avoid accidents and delays.
- Spoke professionally with customers regarding complaints, gathering all necessary information to make educated decisions and address issues.
- Maintained daily, legible DOT log book and submitted corresponding documents.
- Clearly communicated with dispatchers to give updated information on estimated times of arrival and latest road conditions.

01/2016 to Current **CEO**

Gonzalez Enterprises, LLC – Edinburg, Texas

- Increased company revenue through aggressive new market strategies.
- Reviewed individual department performance and worked with leadership to improve processes, procedures and practices.
- Addressed employee and managerial concerns and implemented corrective actions to promote compliance.
- Updated business processes, products and team makeups to generate more business opportunities and cater to audience needs.
- Worked with department heads to address team needs and offer high-level support for everyday operations.
- Made large-scale financial decisions and supervised company spending to reduce material losses and maximize profits.
- Implemented strong hiring and training techniques to promote team cohesiveness and streamline overall workflow.
- Directed market expansions to propel business forward, meet changing customer needs.
- Developed work schedules for team members to maximize shift coverage.
- Evaluated team member strengths and assigned tasks based upon expertise and background.

01/2005 to 12/2015 **Project Manager**

Econ Group, LLC – Edinburg, Texas

- Updated operational methods, oversaw accounting procedures, tracked information and compiled data to improve efficiency.
- Reined in project costs while meeting key milestones.
- Developed and initiated projects, managed costs, and monitored performance.
- Fostered relationships with vendors to promote positive working relationships.
- Provided management for internal personnel, contractors and vendors.
- Identified plans and resources required to meet project goals and objectives.
- Modified and directed project plans to meet organizational needs.
- Identified, reviewed and applied policies and procedures.
- Managed projects from procurement to commission.
- Drove team success through shared vision and recognition of quality performance.
- Oversaw high profile projects for by planning, designing, and scheduling phases.

EDUCATION

05/1991 **High School Diploma**

Edinburg High School - Edinburg

Christopher Castillo

2210 Marro Road
Monte Alto, TX 78538

(956) 292-1540
chris.castleenterprises@gmail.com

Education

- University of Texas at San Antonio, San Antonio, TX
  Master's of Science degree in Civil Engineering Fall 2004
- University of Texas at San Antonio, San Antonio, TX
  Bachelor's of Science degree in Civil Engineering Fall 2001

Work Experience

- **3E Logistics of Texas, LLC** (January 2023 President)
  Chief Operating Officer Edinburg, Texas

  This is a site work and utility contracting company providing construction services to public government entities receiving federal funds. I am responsible for presiding over the construction workforce. The primary responsibilities are: Oversee construction budgets. Preside over quality control. Hire, train, and terminate construction employees. Develop and implement strategies and set the overall direction for which projects to pursue. Oversee the investment of construction funds and manage construction risks to support the company's expansion. Provide visionary and strategic leadership for safety and innovative construction methods. Develop and maintain relationships with other associations, industry, and government officials that are in the best interest of the company. Direct construction staff on their day to day work tasks. Ensure that project schedules are maintained and adhered to in order to finish on time and on budget.

- **Castle Enterprises, LLC** (March 2011 – December 2022)
  Director of Construction Operations Monte Alto, Texas

  This is a general contracting company providing construction services to public government entities receiving federal funds. I have provided construction estimates on projects up to $12 million. I have completed construction projects that include the installation and wiring of a 600KW emergency generator, water line replacement in existing government housing, natural gas line renovation for TxDOT Pharr District Office complex, a metal building for the City of McAllen and various roadway/utility projects for Hidalgo County.

  This is a general contracting company providing construction services to public government entities receiving federal funds. I am responsible for presiding over the construction workforce. The primary responsibilities are: Oversee construction budgets. Preside over quality control. Hire, train, and terminate construction employees. Develop and implement strategies and set the overall direction for which projects to pursue. Oversee the investment of construction funds and manage construction risks to support the company's expansion. Provide visionary and strategic leadership for safety and innovative construction methods. Develop and maintain relationships with other associations, industry, and government officials that are in the best interest of the company. Direct construction staff on their day to day work tasks. Ensure that project schedules are maintained and adhered to in order to finish on time and on budget.

- **Castillo Engineering and Construction, DBA** (October 2008 – July 2012)
  Owner – Firm #10824 Monte Alto, Texas

  I have provided construction estimates and quality control inspections for public and private entities as a secondary job to full time employment. I have previously worked with US Forensic Associates to provide a damage assessment report for a building damage loss.

- **Civil Engineer** (March 30, 2009 – June 28, 2012)
  U.S. Army Corps of Engineers – Southwest Division, Galveston District Brownsville, Texas

  I was assigned to the Kingsville Border Patrol Station (BPS) and Corpus Christi Border Patrol Station (BPS) construction projects as the Lead Project Engineer and as the Contracting Officer's Representative. The Kingsville BPS project was the #1 priority for the Department of Homeland Security during my assignment. This project was in excess of $29 million with an additional $4 million in change orders. The Corpus Christi BPS project was in excess of $22 million with an additional $1.5 million in change orders. Prior to this assignment, I provided project over site to roughly 10,000 square miles on Customs and Border Protection, Immigration and Customs Enforcement and Armed Forces Reserve projects.

In addition to the job duties held below as Office Engineer, my duties were expanded to include coordinating actions with the customer to identify requirements, methods of accomplishment, goals for schedule, cost and scope, and develop realistic schedules and budgets. Utilize performance measurements to ensure delivery of projects and services that meet customer expectations. Provide schedule, budget, scope and status updates to the customer and team to ensure resources are available to meet overall project/program execution. Work with project delivery teams (PDT) to execute projects meeting quality expectations, provide cost effective solutions, and improve responsiveness. Ensure schedule and budgets are progressed monthly, and that project estimates are updated. Implement change management control. Participate in PDT and kickoff meetings. Manage inter-district Project Delivery Teams (PDT) in the execution of assigned projects across regional boundaries. Adjust and adapt PDT functions/members to support projects while maintaining focus on customer satisfaction. Utilize resources, lessons learned, and best business practices from PDT members to better serve the needs of the customer. Contribute to technical competency of USACE by supporting and mentoring co-workers, PDT members to ensure trained team members are available to meet future customer needs.

- **Office Engineer** (March 2008 – March 29, 2009)
  Exceed Staffing, Contractor for the U.S. Army Corps of Engineers, Galveston District Brownsville, Texas

  Office Engineer (September 2007 – March 2008)
  ETI Professionals, Inc. Contractor for the U.S. Army Corps of Engineers, Galveston District Brownsville, Texas

  ***Note**: I was hired as a contractor for the U.S. Army Corps of Engineers thru ETI Professionals in September 2007. The Corps of Engineers terminated their contract with ETI Professionals and switched to Exceed Staffing in March 2008.

  Perform civil engineering project planning duties, such as scheduling and layout of operations, planning for budget requirements, and inspection and surveillance of materials, methods, and equipment used in tests and/or construction, review QA/QC test, review as-built, reply to Request for Information (RFI's), initiate RFP's, organizes, schedules, coordinates, and facilitates the timing, sequence, quality, quantity, and issues related to vertical construction for the Department of Homeland Security. Projects range from Administration buildings, maintenance shops, rinse stations, fuel stations, dog kennels, parking and boat canopies, modular structures, utilities, detentions centers, security upgrades, drainage upgrades and parking lots. Perform facilities engineering management duties that include guidance, development, coordination of programs for the planning, design, construction, and maintenance of facilities and structures.

  Work with contractors to ensure adherence to construction specifications and administrative requirements and to negotiate pricing changes, if necessary. Provide design guidance and requirements, technical sketches, and specifications. Conduct safety compliance inspection and condition surveys in performing facilities engineering management duties. Supervise the activities of administrative, specialist, engineering and other technical personnel engaged in the engineering activities. Plan and direct personnel operations and evaluate work through review and analysis of daily reports and inspections. Perform multi-disciplined technical reviews of designs, plans, and project specifications. Assist project engineers with their daily activities. Maintain effective communication with others, other Corps elements, contractors and the general public. Provide project status with monthly reports and manage weekly teleconference meetings with the Government Project Delivery Team (PDT).

  Resident Management System (RMS): RMS is a quality management and contract administration program that provides an efficient method to plan, schedule, and control all aspects of construction. Perform inputting project specific daily data, process pay estimates, modifications, and submittals.
  ProjNet DrChecks: The ProjNet DrChecks is web based and allows a secure exchange of design and construction information among the PDT and contractor members. Perform reviews of construction project plans for practicability, availability of materials, suitability of specifications and conformance to the Government's contract documents. Enter review comments for the Government Project Delivery Team, contractor and contractor's engineers to comment as agree/disagree.

Codes: Review project plans, specifications and construction for conformance to the following:

- Customs and Border Protection Border Patrol Design Guide
- Customs and Border Protection Border Patrol Force Protection Guide
- Department of Homeland Security Physical Security Handbook
- Department of Homeland Security Vault and Seized Property Room Specifications
- Immigration and Naturalization Service Hold Room Standards
- International Building Code
- International Plumbing Code
- National Fire Protection Association Codes
- National Electric Code

Skills

- **Training:** Primavera P3e, USACE Construction Quality Management for Contractors, CPR, USACE General Construction, USACE Dredging Fundamentals, USACE Construction Contract Administration

- **Computer Skills:** USACE Resident Management System, Word Processing & Spreadsheet Applications *Windows *Microsoft Office *Primavera(P3) *Expedition (management tool software)

- **Spanish:** Read, Speak

PATRIOT ENVIRONMENTAL
AN ESI COMPANY

SOLID WASTE PROJECT REFERENCE LIST

Project Name	Date	Location	Customer	Owner	HDPE Liner (SF)	Geocomposite (SF)	GCL (SF)	Geotextile (SF)	Market
Wishbone Disposal Cell D1	2019-08	Stanton, TX	R360	R360	946,110	934,430			Solid Waste
Fredericksburg Landfill Cell 8	2020-03	Fredericksckburg, TX	City of Fredericksburg	City of Fredericksburg	297,900	278,008	279,000	31,500	Solid Waste
North Texas Water District Landfill Sector 5D	2020-07	Melissa, TX	North TX MWD	North TX MWD	583,704	583,704			Solid Waste
North Texas Municipal Cell	2020-07	Melissa, TX	North TX MWD	North TX MWD	713,925	649,066	144,000		Solid Waste
Republic San Angelo Landfill Cell 12A	2020-08	San Angelo, TX	Republic	Republic	82,448	446,227	89,436		Solid Waste
Butte Silverbow Landfill Cell 4	2020-08	Butte, MT	Intermountain	City of Butte	743,079	35,239	672,668	672,668	Solid Waste
Republic Southwest Landfill	2020-10	Canyon, TX	Republic	Republic	459,749	470,372			Solid Waste
Abilene Landfill	2021-03	Abilene, TX	Republic	Republic	357,594	344,544			Solid Waste
Pitkin County Landfill North Exp Cell	2021-10	Aspen, CO	Johnson Construction	Pitkin County	686,345	175,000	680,000	638,550	Solid Waste
Altus Landfill Lateral Expansion	2021-11	Altus, OK	City of Altus	City of Altus	307,389	293,625			Solid Waste
Edinburg Landfill	2022-02	Edinburg, TX	City of Edinburg	City of Edinburg	430,560	429,780	409,500		Solid Waste
Republic Blue Ridge Landfill	2022-08	Fresno, TX	Republic	Republic	273,290	200,970			Solid Waste
Eastern Laramie Landfill	2022-09	Burns, WY	Eastern Laramie County Solid Waste Dept	Eastern Laramie County Solid Waste Dept	240,350	240,120	231,750	10,350	Solid Waste
Oak Grove Landfill	2022-11	Arcadia, KS	GFL	GFL	309,372	309,372			Solid Waste
Blue Ridge Landfill	2022-11	Fresno, TX	Republic	Republic	165,475	167,600			Solid Waste
South Shelby Landfill	2022-11	Memphis, TN	Republic	Republic	273,211	273,211			Solid Waste
Los Reales Landfill	2023-04	Tucson, AZ	Rummel Construction		1,008,000		987,450		Solid Waste
Pauls Valley Landfill Downchutes	2023-07	Pauls Valley, OK	GFL	GFL	304,060	303,050			Solid Waste
Central Missouri Landfill	2023-07	Sedalia, MO	GFL	GFL	353,800	199,800		310,400	Solid Waste
WCS Andrews Landfill Phase 2A	2023-08	Andrews, TX	Northstar	Waste Control Systems	170,354	84,825		27,540	Solid Waste
Socorro Landfill Cells 3 & 4	2023-08	Socorro, NM	City of Socorro	City of Socorro	454,000		454,000		Solid Waste
Republic Charter Landfill	2023-08	Odessa, TX	Republic	Republic	475,206	167,995	475,206	113,870	Solid Waste
West Kentucky Landfill	2023-09	Mayfield, KY	GFL	GFL	412,902	279,769	412,902	129,099	Solid Waste
North Texas Water District Landfill Sector 6A	2023-09	Melissa, TX	North TX MWD	North TX MWD	453,055	453,055	453,055		Solid Waste
Safefill Pecos Disposal Cell	2023-10	Pecos, TX	Safefill Pecos	Safefill Pecos	1,123,476	1,006,114	569,075	8,797	Solid Waste
Red Bluff Landfill Cell	2023-11	Orla, TX	Waste Connections	Waste Connections	940,600	834,100			Solid Waste
Pauls Valley Landfill Downchutes	2023-11	Pauls Valley, OK	GFL	GFL	17,000				Solid Waste
Western Regional Landfill	2023-11	Huachuca City, AZ	Rummel Construction		492,000	482,487	467,625	10,350	Solid Waste
Desert Reclamation Disposal Cell	2023-11	Orla, TX	Desert Reclamation	Desert Reclamation	892,072	842,500	210,850	166,300	Solid Waste
Northeast Landfill Raintarp	2024-03	Spencer, OK	GFL	GFL	10,000				Solid Waste
Cinder Lake Landfill Cell D	2024-08	Flagstaff, AZ	Rummel Construction	Flagstaff Public Works	362,325	152,252	362,325	572,398	Solid Waste
Upper SW Arkansas Landfill Cell 3	2024-08	Nashville, AR	C&T Excavating	Solid Waste Mgmt Division	242,400	235,263			Solid Waste
Park County Landfill Phase 2 Cell	2024-10	Cody, WY	Park County Public Works	Park County Public Works	350,400	680,340	351,000		Solid Waste
									Total:
					14,932,151	**11,552,818**	**7,249,842**	**2,691,822**	**36,426,633**

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL

Name: **Bouaphan Xaysana**

Position: **Master Seamer**

Bouaphan has 8 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, he has been installing roughly 15 million sqaure ft. of liner a year since 2016. Bouaphan is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment Dates	MATERIAL Installed
ESI	2016 - 2018	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Mustang	2018 - Jan 2020	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental; LLC	Jan 2020 - Current	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL

Name: **Dana Men**

Position: **Master Seamer**

Dana has 16 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, he has been installing roughly 15 million sqaure ft. of liner a year since 2008. Dana is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment Dates	MATERIAL Installed
ESI	2008 - 2010	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Clean Air Water	2010 - 2015	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
ESI	2016 - 2018	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Mustang	2018 - Jan 2020	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	Jan 2020 - Current	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL

Name: Eric Rabago

Position: Master Seamer

Eric has 16 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, he has been installing roughly 15 million sqaure ft. of liner a year since 2008. Eric is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment Dates	MATERIAL Installed
ESI	2008 - 2010	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Clean Air Water	2010 - 2015	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
ESI	2016 - 2018	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Mustang	2018 - Jan 2020	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	Jan 2020 - Current	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

PATRIOT
ENVIRONMENTAL

Work Experience RESUME

Name: **Alounyasith Matha**

Position: **Master Seamer**

Alounyasith has 12 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience. he has been installing roughly 15 million sqaure ft. of liner a year since 2008. Alounyasith is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment Dates	MATERIAL Installed
ESI	2008 - 2010	10oz Geo,20 mil, 30 mil,40mil, Geonet,60mil
Clean Air Water	2010 - 2015	10oz Geo,20 mil, 30 mil,40mil, Geonet,60mil
ESI	2016 - 2018	10oz Geo,20 mil, 30 mil,40mil, Geonet,60mil
Mustang	2018 - Jan 2020	10oz Geo,20 mil, 30 mil,40mil, Geonet,60mil
Patriot Environmental, LLC	Jan 2020 - Current	10oz Geo,20 mil, 30 mil,40mil, Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL

Name: Phouvanh Noy Xaysana

Position: Master Seamer/ Crew Leader

Noy has 21years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience. he has been installing roughly 15 million sqaure ft. of liner a year since 2003. Noy is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment Dates	MATERIAL Installed
GSE Linings	2003 - 2007	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
GSI	2007 - 2009	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Clean Air Water	2010 - 2015	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
ESI	2016 - 2018	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Mustang	2018 - Jan 2020	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	Jan 2020 - Current	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL
AN ESI COMPANY

Name: **Bounthanh Billy Xaysana**

Position: **Master Seamer/ Crew**

Billy has 28 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, he has been installing roughly 15 million sqaure ft. of liner a year since 1996. Billy is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment Dates	MATERIAL Installed
National Seal Company	1996-1998	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
NorthWest Ling	1998-2000	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
GSE	2001-2003	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
GSI	2004-2005	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
CAAW	2005-2013	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
AGE	2013-2014	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Extrem Plus	2015-2016	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
ESI	2016-2017	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Mustang	2017-2021	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	2022- Current	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL
AN ESI COMPANY

Name: **Alfonso Hernandez**

Position: **Master Seamer**

Alfonso has 15 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, he has been installing roughly 15 million sqaure ft. of liner a year. Alfonso is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment	MATERIAL Installed
Chesapeake	1 Year	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Mustang	4 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	CURRENT	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL
AN ESI COMPANY

Name: **Juan Mendieta**

Position: **Master Seamer**

Juan has 10 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, he has been installing roughly 15 million sqaure ft. of liner a year. Juan is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment	MATERIAL Installed
Chesapeake	5 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
GSI	3 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Mustang	1 Year	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	CURRENT	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL
AN ESI COMPANY

Name: **Juan Vargas Rios**

Position: **Master Seamer**

Juan has 10 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, he has been installing roughly 15 million sqaure ft. of liner a year. Juan is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment	MATERIAL Installed
Chesapeake	3 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
ESI	2 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
GSI	2 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
New Enland Lining	2 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	CURRENT	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL
AN FSI COMPANY

Name: **Lokey Vienthong**

Position: **Master Seamer**

Lokey has 25 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, he has been installing roughly 15 million sqaure ft. of liner a year. Lokey is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment	MATERIAL Installed
Extrem Plastic	3 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
GSI	5 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
GSE	5 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
RTD Enterprises	3 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	CURRENT	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL
AN FSI COMPANY

Name: **Octavio Martin Gutierrez**

Position: **Master Seamer**

Octavio has 10 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, he has been installing roughly 15 million sqaure ft. of liner a year. Octavio is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment	MATERIAL Installed
Chesapeake	5 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
GSI	5 Years	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	CURRENT	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL
AN FSI COMPANY

Name: Saignanh Chaluensavangvong

Position: Master Seamer

Saignanh has 5 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, He has been installing roughly 15 million sqaure ft. of liner a year since 2017. Saignanh is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment Dates	MATERIAL Installed
IEC	2017-2018	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
MUSTANG	2019-2020	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	2021-CURRENT	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil

PATRIOT ENVIRONMENTAL, LLC

Work Experience RESUME

PATRIOT ENVIRONMENTAL
AN FSI COMPANY

Name: Saignanh Chaluensavangvong

Position: Master Seamer

Saignanh has 5 years of experience in installation and seaming of a variety of synthetic liners and components. A Master Seamer qualification requires a minimum of five million square feet of actual hands on geomembrane welding experience, he has been installing roughly 15 million sqaure ft. of liner a year since 2017. Saignanh is familiar with all currently utilized welding techniques, welder set up / maintenance, safety and installation procedures. He is also familiar with and has experience with detail work including pipe boots, sumps, batten seals, and other miscellaneous appurtenances. He is also qualified to assist in the training of Geomembrane Welders.

Company Name	Employment Dates	MATERIAL Installed
IEC	2017 - 2018	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Mustang	2019 - 2020	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil
Patriot Environmental, LLC	2021 - Current	10oz Geo,20 mil, 30 mil,40mil,Geonet,60mil



STATEMENT OF QUALIFICATIONS



OVERVIEW AND HISTORY



Since its inception over 15 years ago, Mustang Extreme has installed close to two billion square feet of geomembrane liner, making it a leader in all markets including landfill, coal ash, mining, and wastewater treatment facilities.

Led by a 30-year industry veteran, the Mustang Environmental Lining Division has invested heavily to capitalize on the tremendous growth potential in this market. Since 2018, Mustang Extreme's highly experienced crews and operations management have installed over 200 million square feet of geomembrane as well as industry-changing turf products such as LiteEarth™, HydroTurf® and ClosureTurf®. Notable customers include Waste Management Inc., Ames Construction, and Sibanye-Stillwater to name a few.

Mustang Extreme offers customers a unique suite of products and services, including chemical water treatment, aeration, and remote monitoring of stored water quality and volume. Mustang Extreme's water technicians have treated over 500 million gallons of water, helping customers recycle and reuse this valuable resource.

With an inventory of over 20,000 composite construction mats, Mustang Extreme's features one of the largest rental fleets in North America, helping customers solve challenging site access and ground protection issues.

From its humble beginnings in 2007, Mustang Extreme has focused on the core understanding of its impact on environmental, social and governance matters relating to employees, customers, vendors and the environment. Mustang Extreme's focus on quality, health and safety is embedded in its culture.

With over 300 associates serving customer across the United States, its industry-leading expertise, unmatched quality control, highest environmental and safety standards and extensive installation history Mustang Extreme is the premier provider for environmental solutions.

MUSTANG EXTREME ENVIRONMENTAL SERVICES HISTORY

2007 – Extreme Plastics Plus was founded in Oklahoma.

2008 – Extreme Plastics Plus expanded operations in the Marcellus and Utica Shales with offices in Pennsylvania and West Virginia.

2011 – Mustang Energy Services was founded in the Eagle Ford Shale in Texas.

2013 – Mustang Energy Services began operations in the Permian Basin.

2016 – Extreme Plastics Plus was acquired by Blue Wolf Capital Partners.

2018 – Extreme Plastics Plus commenced operations in the DJ and Powder River Basins. With this addition, Extreme Plastics Plus had locations and service capabilities in all major basins in the United States.

Mustang Energy Services was acquired by Blue Wolf Capital Partners and subsequently merged with Extreme Plastics Plus. The merged entities were rebranded as Mustang Extreme Environmental Services to better recognize itself as an environmental containment business capable of serving other end markets other than its foundation market of oil and gas.

Mustang Extreme Environmental Services launched its dedicated Environmental Containment business focused on the landfill, coal ash and mining sectors.

2019 – Mustang Extreme Environmental Services acquired Aria Rose Oilfield Services, founded in 2016, to expand its Water Treatment Services Division.

Mustang Extreme Environmental Services exceeds over one billion square feet of liner installed.

2020 – Mustang Extreme Environmental Services' Water Treatment Division launched industry-changing products for Disinfection Services to specifically assist in COVID-19 remediation and Remote Pit Monitoring Systems to provide live real-time analysis of containment systems.

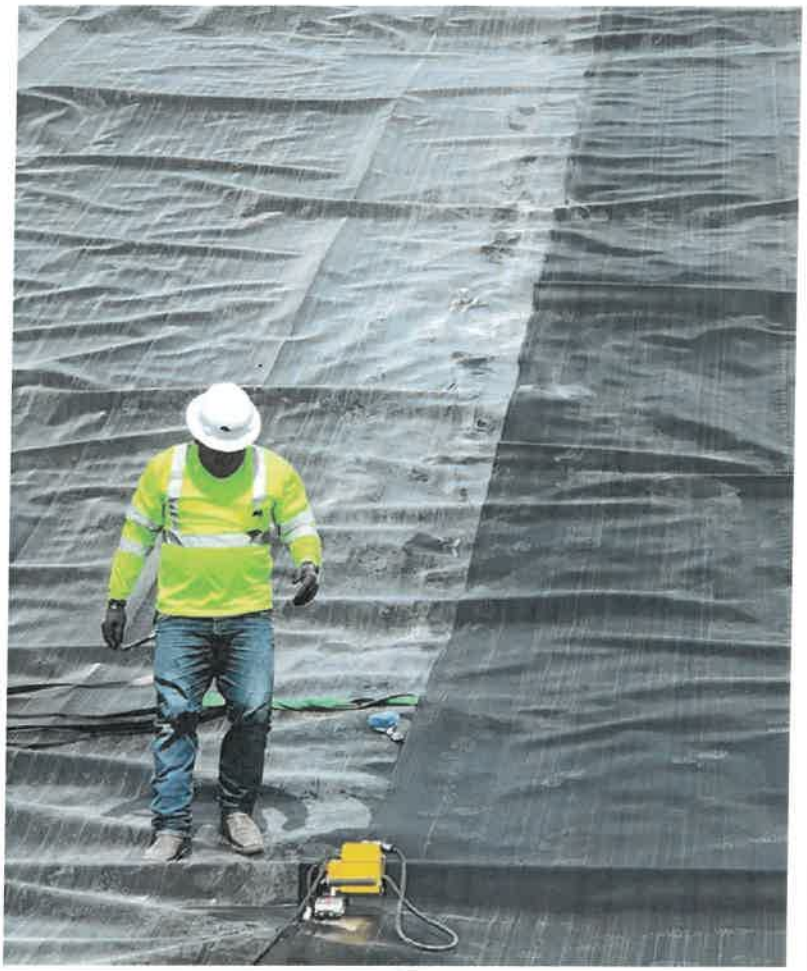
Mustang Extreme Environmental Services launched its Transmission and Distribution business focusing on access and right-of-way concerns using its owned fleet of composite mats.

2021 – Mustang Extreme Environmental Services acquires RW Products, LLC, expanding support for the American oil and gas industry, adding resources and expertise to our best-in-class service in the Appalachian Basins.

HEALTH AND SAFETY

Environmental, Social, and Governance (ESG) is a core focus of Mustang Extreme, influencing every aspect of our operations – from our best-in-class emphasis on health and safety, to training our employees not simply to be compliant, but to excel in their careers, to running a transparent and professional business. We believe that to be great, we can – and must – do good.

Building a healthier and cleaner planet is ingrained in every aspect of who we are. Our team has worked with hundreds of companies in multiple industries across the nation to assist their efforts in minimizing their environmental footprint. For example, our impoundment and water treatment services have helped clients reuse and recycle billions of gallons of water.
In addition to supporting the companies we work with on their sustainability efforts, we practice what we preach as our composite matting is recyclable, providing a sustainable alternative to wood matting and our containment systems allow customers to ensure that fluid spillage is controlled, eliminating the potential for environmental contamination.



HEALTH AND SAFETY ARE TOP PRIORITIES

We instill a safe environment and attitude in all of the work we do, with the belief that every job can be performed safely and correctly on the first attempt. Each Mustang Extreme employee is aware that they have the right and responsibility to stop any unsafe act or situation. That's why we've incorporated a Behavioral Based Safety (BBS) program involving hazard identification and near miss reporting. We make safety the control, not the variable. We owe this to our employees, our customers and the communities in which we operate.



YEAR	TRIR	EMR	Man Hours
2022	.99	.93	808,862
2021	.98	.86	610,258
2020	.93	.79	645,321
2019	.53	.65	1,137,764
2018	.48	.67	1,226,627

EMPLOYEE PREPAREDNESS

Our ESG approach ensures that all new hires receive best-in-class training, including: PEC Safeland, PEC H2S Clear and Annual Safety Retraining and many of our team members are Certified Rigging Inspectors through the National Commission for the Certification of Crane Operators (NCCCO).

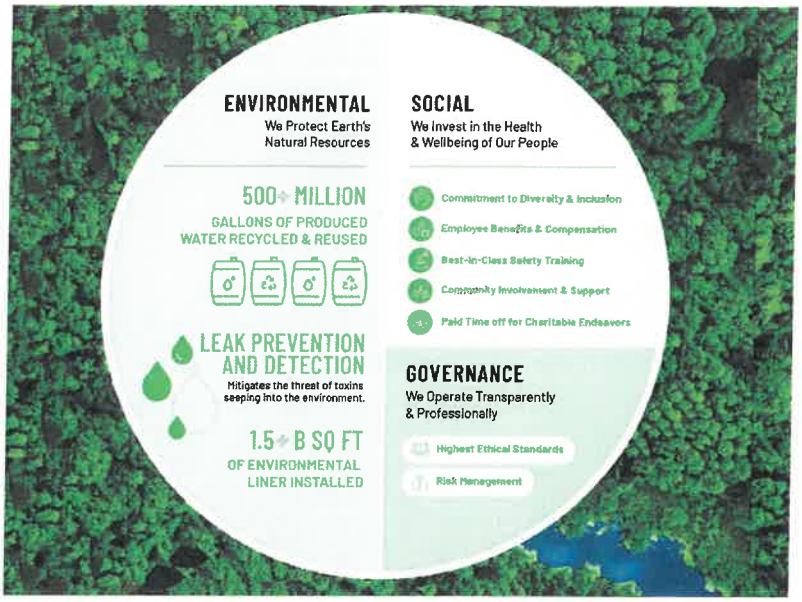
Mustang Extreme establishes its safety protocol by taking the most stringent and demanding safety standards and adopting them as daily practice. This allows us to work anywhere knowing that we are safe and compliant with our customers' expectations.
Mustang Extreme is registered with PEC, Avetta, NCMS, ISNetworld and TPS Alert.

ESG AS A SERVICE TO OUR CUSTOMERS

Mustang Extreme is committed to serving our customers through ESG. This means strategically reviewing each service we provide to our customers to ensure we can operate sustainably and protect the environment.

We take pride in being a good neighbor to the communities where we operate and our teams continually look for opportunities to support local programs that protect and sustain the surrounding environment. We strive to be good corporate citizens by investing heavily in the health and safety of our workforce.

Mustang Extreme is one of America's largest and most forward-looking environmental containment services companies and ESG is foundational to our approach. From our in-ground lining, to above ground storage, to composite ground matting, to everything in between, our team prides itself on protecting the planet and serving our customers with the highest level of safety, quality and professionalism.



REPRESENTATIVE CLIENTS

Ames Construction
Chesapeake Energy
CONSOL ENERGY
Continental Resources
eclipse
EQT
GOLDEN VERTEX CORP
GRANITE
HIGH MARK
HALLIBURTON
IPAGI
OCEANAGOLD
Sibanye Stillwater
RUMCO
Rummel Construction, Inc.
swn
Waste Connections
WM WASTE MANAGEMENT
XTO ENERGY







ENVIRONMENTAL LINING

Mustang Extreme Environmental Services is one of the most experienced and capable environmental lining companies in the business. We excel in upstream and midstream oil and natural gas, coal combustion residue and municipal solid waste landfills, as well as a multitude of industrial and service facilities containment.

Whether your need is a single layer or a multi-layer system, environmental liners protect native soils and waters from various pollutants and they promote the ability to capture, store, reuse, and recycle water.



As a certified member of the International Association of Geosynthetic Installers (IAGI), Mustang Extreme uses the highest quality of geosynthetics available. These liners come in many different styles depending upon the specific application, e.g. polyethylene, polypropylene, smooth, one-side textured, two-sides textured, electrically conductive, and reflective surfaces. Mustang Extreme keeps millions of square feet of material on hand at all times, allowing us to respond quickly to the high demand of the various industries we serve. Whatever you need, whenever you need it, we will install it.

Typical Applications:

- Freshwater Impoundments
- Wastewater Impoundments
- Flowback and Produced Water Ponds
- Reserve Pits
- Moisture Barriers
- Soil Remediation Pads
- Landfill Caps

NOTABLE PROJECTS

Altamont FA2 Landfill Phase 4 – Livermore, CA
WMI
- 596,868 Square Feet of 60 mil HDPE Liner
- 336,730 Square Feet of GCL
- 397,000 Square feet of Geocomposite
- 384,297 Square Feet of LCRS Geocomposite
- 312,690 Square Feet of 12 oz. Geotextile

Altamont Landfill FA2 Phase 5 – Livermore, CA
WMI
- 743,257 Square Feet of 60 mil HDPE Liner
- 445,717 Square Feet of 12 oz. Geotextile
- 313,109 Square Feet of Geocomposite
- 302,313 Square Feet of LCRS Geocomposite
- 301,409 Square Feet of GCL

Antelope Valley Landfill Phase V-B – Palmdale, CA
WMI
- 525,000 Square Feet of GCL
- 260,000 Square Feet of 60 mil HDPE DST Liner
- 265,000 Square Feet of 60 mil HDPE SST Liner
- 525,000 Square Feet of Geocomposite

Bannock County Landfill Cell 4 Phase 2 Expansion – Pocatello, ID
Gale Lim Construction LLC
- 453,375 Square Feet of GCL
- 442,250 Square Feet of 60 mil HDPE DST Liner
- 450,000 Square Feet of 16 oz. Geotextile

Columbia Ridge Landfill and Recycling Center – Arlington, OR
WMI
- 250,000 Square Feet of GCL
- 243,700 Square Feet of 60 mil HDPE Primary Liner
- 250,000 Square Feet of 60 mil HDPE Secondary Liner
- 250,000 Square Feet of Geocomposite

Copper Ridge Landfill Cell 4 – Caples, WV
Centec Engineering
- 106,652 Square Feet of 60 mil HDPE DST
- 106,652 Square Feet of GCL
- 106,652 Square Feet of 200 mil Geocomposite
- 106,652 Square Feet of 12 oz. Geotextile

Davis County Landfill Phase 4 Cell and Phase 5 Cap - Layton, UT
BH, Inc.
- 581,715 Square Feet of GCL
- 898,143 Square Feet of 60 mil HDPE Double Sided Textured
- 653,720 Square Feet of 8 oz. 250 mil Geocomposite

El Sobrante Landfill - Corona, CA
WMI
- 1,071,643 Square Feet of 60 mil Double Sided Textured HDPE
- 1,059,943 Square Feet of 40 mil Double Sided Textured HDPE
- 893,793 Square Feet of GCL
- 903,660 Square Feet of 12 oz. Geotextile
- 930,672 Square Feet of 8 oz. Geotextile
- 162,650 Square Feet of 8 mil Raven BBR
- 162,650 Square Feet of Wind Defender

Finley Buttes Regional Landfill Cells 8C & 9A – Boarman, OR
Waste Connections
- 633,039 Square Feet of GCL
- 633,309 Square Feet of Geomembrane
- 596,900 Square Feet of Geotextile
- 598,913 Square Feet of Geotextile Separator

Golden Vertex Heap Leach Pad Phase 2B - Bullhead City, AZ
Golden Vertex Corporation
- 568,356 Square Feet of 80 mil Textured HDPE and GCL

Golden Vertex Heap Leach Pad Phase 3A - Bullhead City, AZ
Golden Vertex Corporation
- 1,859,910 Square Feet of 80 mil LLDPE DS Liner
- 1,587,000 Square Feet of GCL
- 143,788 Square Feet of 80 mil HDPE Liner
- 143,788 Square Feet of 60 mil HDPE Microdrain Liner

Graham Road Landfill Cell - Medical Lake, WA
WMI
- 263,509 Square Feet of 60 mil HDPE and GCL
- 190,995 Square Feet of 16 oz. Nonwoven Geotextile
- 78,300 Square Feet of Double Side Geocomposite

Haile Mining Operation West PAG OSA Stage 1 - Kershaw, SC
Oceana Gold
- 1,515,692 SF 80 mil Double-Sided Textured Geomembrane
- 252,775 SF 10 oz. Geotextile
- 98,384 SF Geonet

Haile Mining Operation 541 Pond - Kershaw, SC
Oceana Gold
- 1,794,574 SF 80 mil Double-Sided Textured Geomembrane
- 926,250 SF Geonet
- 108,545 SF 10 oz. Geotextile
- 37,088 SF 8-200-8 Geocomposite

NOTABLE PROJECTS

Hillsboro Landfill Cap - Hillsboro, OR
WMI
- 174,021 Square Feet of GCL, Geocomposite and Geotextile
- 348,042 Square Feet of HDPE Liner

Hillsboro Landfill Cell - Hillsboro, OR
WMI
- 261,696 Square Feet of 60 mil HDPE and 8 oz. Nonwoven Geotextile
- 130,848 Square Feet of GCL and Double Sided Geocomposite

Howard County Landfill – Big Spring, TX
WMI
- 593,166 Square Feet of GCL
- 720,400 Square Feet of 60 mil HDPE Liner
- 483,602 Square Feet of 60 mil DST Liner
- 360,200 Square Feet of Geonet
- 445,481 Square Feet of Double Sided Geocomposite
- 271,813 Square Feet of Single Sided Geocomposite
- 141,272 Square Feet of 30 mil Liner

Lancaster Landfill – LA Country, CA
WMI
- 236,650 Square Feet of GCL
- 168,000 Square Feet of 60 mil DST HDPE Liner
- 60,870 Square Feet of 60 mil SST HDPE Liner
- 168,000 Square Feet of 12 oz. Geotextile
- 168,000 Square Feet of 8 oz. Geotextile
- 68,650 Square Feet of 16 oz. Geotextile
- 68,650 Square Feet of 60 mil HDPE SST Liner

Marana Landfill Module 2A - Marana, AZ
WMI
- 837,645 Square Feet of GCL
- 870,808 Square Feet of 60 mil HDPE Double Sided Textured
- 535,927 Square Feet of Geocomposite
- 305,000 Square Feet of 16 oz. Geotextile

Milestone Upton Landfill - Orla, TX
Milestone Environmental Services
- 998,441 Square Feet of 60 mil HDPE
- 494,922 Square Feet of GCL
- 279,163 Square Feet of Geonet
- 702,823 Square Feet of Double Sided Geocomposite

Morenci Silver Basin Mine Ph. 3 – Morenci, AZ
Ames Construction
- 1,819,139 Square Feet of 80 mil LLDPE DST
- 1,169,289 Square Feet of HDPE Liner
- 171,825 Square Feet of 16 oz. Non-Woven Geotextile
- 133,057 80 mil DST HDPE Liner

Northwest Regional LandFill PH 2 Mod 7 - Surprise, AZ
WMI
- 582,370 Square Feet of GCL
- 583,609 Square Feet of 60 mil DST HDPE Liner
- 464,612 Square Feet of SS Geocomposite
- 132,318 Square Feet of 16 oz. Geotextile

Orla Landfill Cell 3 - Orla, TX
WMI
- 561,281 Square Feet of 60 mil Double Sided Textured HDPE
- 280,641 Square Feet of GCL
- 276,978 Square Feet of Geonet
- 135,346 Square Feet of Double Sided Geocomposite
- 159,778 Square Feet of Single Sided Geocomposite
- 5,700 Square Feet of 10 oz. Nonwoven Geotextile

OWL Lea County Landfill Cell - Jal, NM
High Roller E&C, LLC
- 474,300 Square Feet of GCL
- 766,584 Square Feet of 60 mil Smooth HDPE
- 325,134 Square Feet of 60 mil Textured HDPE
- 322,250 Square Feet of Double Sided Geocomposite
- 313,200 Square Feet of Single Sided Geocomposite
- 313,200 Square Feet of Geonet
- 70,262 Square Feet of 40 mil Smooth HDPE

OWL Lea County Landfill Evaporation Pond - Jal, NM
High Roller E&C, LLC
- 2,325 Square Feet of GCL
- 327,600 Square Feet of 60 mil HDPE Smooth
- 11,700 Square Feet of 60 mil HDPE Textured
- 13,500 Square Feet of 10 oz. Nonwoven Geotextile
- 99,000 Square Feet of Geonet

Reno County Solid Waste Landfill Cell 8 – Hutchinson, KS
Unruh Excavating
- 609,991 Square Feet of GCL
- 289,800 Square Feet of 60 mil Smooth HDPE Liner
- 217,828 Square Feet of 60 mil Smooth Geomembrane

San Miguel Power Ash Pond Retrofit - Christine, TX
San Miguel Electric Co-Op Inc.
- 1,500,000 Square Feet of 60 mil Single Sided HDPE

Simi Valley Landfill Simi Valley, CA
WMI
- 836,931 Square Feet of GCL
- 252,007 Square Feet of 80 mil HDPE
- 835,040 Square Feet of Geocomposite
- 273,000 Square Feet of 16 oz. Geotextile
- 285,000 Square Feet of 8 oz. Geotextile
- 836,343 Square Feet of 60 mil Liner
- 738,000 Square Feet of Wind Defender
- 738,000 Square Feet of UV Protective Layer

Simi Valley Landfill Cell - Simi Valley, CA
WMI
- 1,063,271 Square Feet of 60 mil Single Sided Textured HDPE, GCL, and Single Sided Geocomposite
- 585,862 Square Feet of 80 mil HDPE Textured,
- 600,036 Square Feet of 8 oz. Nonwoven Geotextile
- 586,660 Square Feet of 16 oz. Nonwoven Geotextile
- 924,532 Square Feet of 12 mil Raven DuraSkrim and Wind Defender

Stillwater Mine East Waste Dump Lining Stage 2 Phase (?) (Nye, MT)
Sibanye-Stillwater
- 300,000 Square Feet of 80 mil Textured HDPE and Geocomposite

Stillwater Mine Landfill Cell East Waste Dump Lining Stage 2 Phase 1 - Nye, MT
Sibanye-Stillwater
- 180,700 Square Feet of 80 mil HDPE and Geocomposite

Stillwater Mine Lining Project Stage 3B - Big Timber, MT
Sibanye-Stillwater
- 329,489 Square Feet of 80 mil HDPE Textured
- 329,489 Square Feet of Geocomposite

SR 85 Landfill Cell 1 Phase 5 – Buckeye, AZ
Rummel Construction
- 893,500 Square Feet of GCL
- 817,000 Square Feet of 60 mil HDPE Smooth
- 461,640 Square Feet of 10 oz. 250 mil Geocomposite

Tangipahoa Landfill Cell 12 Cover – Tangipahoa Parish, LA
Tangipahoa Parish Government
- 1,100,000 Square Feet of 60 mil Green Liner

Wenatchee Landfill Cell Module 6A - Wenatchee, WA
WMI
- 469,000 Square Feet of 60 mil HDPE and GCL.
- 148,000 Square Feet of 6 oz. Nonwoven Geotextile
- 148,000 Square Feet of 16 oz. Nonwoven Geotextile

WATER TREATMENT

Mustang Extreme's aeration and water treatment systems are designed to improve or maintain the quality of stored water in ponds, pits and impoundments. Our systems are easily installed and require minimal OpEx and maintenance. If chemical treatment is needed in addition to aeration, our technicians can integrate subsurface treatment into the system or provide proprietary trailerized equipment for the on-the-fly treatment to deliver precisely what the customer needs.

PRODUCED/RE-USE TREATMENT

Our subsurface aeration and chemical injection systems were designed specifically for oilfield produced and reuse applications and have been used extensively in multiple oilfield basins. Each system is custom designed to meet the customer's requirements based on the desired water quality and provides automated, low maintenance treatment.



KEY BENEFITS Of AERATION:

- Increased longevity of water quality and extended storage
- Creates oxygen rich environment to control sulfate reducing bacteria
- Prevention of dangerous levels of hydrogen sulfide build up
- Complete de-stratification of water layers
- Creates stirring effect for water to reduce surface water temperature
- Automated treatment based on oxidation reduction potential or dissolved oxygen

KEY BENEFITS Of CHEMICAL INJECTION:

- Can be installed in conjunction with aeration
- System can be automated for continuous injection and even distribution
- Utilized turbulent nature of aeration to mix chemical throughout the pond through repaid displacement of pond fluids
- Subsurface injection allows maximum contact time and chemical reaction
- Installed sensors allow real-time data on pond conditions
- Long-term injection of chlorine dioxide, sodium hypochlorite, hydrogen peroxide and acids

SAFETY AND MONITORING:

- Three different emergency shutdowns to stop system
- Treatment adjusts automatically based on oxidation reduction potential
- Field testing available
- Detailed analytics from independent laboratory
- Tracks output real-time data
- Only require a single operator

COMPOSITE MATS

Mustang Extreme Environmental Services specializes in providing stabilized access paths and working surfaces. Our composite mats reduce trucking expense and increase operational efficiency over traditional wood mats and we stock mats across multiple locations, usually in close proximity to customer operations. The lightweight ribbed interior structure provides tremendous weight-bearing capacity, ensuring stable access and work surfaces for heavy truckloads and equipment. Our composite mats can even be placed on top of environmental lining as a means of protection and stabilization.

Mustang Extreme further supports this high-efficiency composite mat fleet with our new, state-of-the-art mat cleaning system, Alpha Surge. This high efficiency system is mobile and can support your mat cleaning needs anywhere in North America. This amazing equipment can wash 60 mats per hour, features high pressure, hot water, and variable speed capabilities to assure excellent one-pass cleaning. Our system is also available to wash your composite mat fleet on a per mat or contract basis that includes our factory trained and highly skilled operators.





Key Benefits:

- Fast installation
- Minimizes property, heritage, and environmental damage
- Interlocking design prevents shifting and hopping, creating a safe and stable surface for personnel and equipment
- Will not rot or degrade, eliminating the need for replenishment
- Low transportation and handling costs
- Supports health and safety objectives
- Connection options for different ground conditions and equipment
- Does not absorb water or contaminates and easy to clean

SECONDARY CONTAINMENT

Mustang Extreme Environmental Services offers a variety of secondary containment solutions to meet the specific requirements of any job. You can rest assured with total confidence knowing your containment needs are secure.

STEEL WALL SECONDARY CONTAINMENT

Our Secondary Steel Wall containment systems can be installed in or above ground to provide an additional barrier in the event of fluid spillage. These systems come in a variety of shapes and dimensions, providing the flexibility to meet every customer's needs. Each system is carefully designed to meet or exceed the required containment capacity for that project.







ABOVE GROUND STORAGE TANKS

Above ground containment has a new name: "Epic 360." Mustang Extreme Environmental Services has changed the way portable, above ground water is contained. The Epic 360 saves time, manpower and money, which allows sites to be up and running quicker than the competition.

The Epic 360 comes in sizes ranging from 10,000-60,000 BBL, allowing us to meet each of our customers customized needs. Our tanks are rated for use as both primary and seconary containment, which may be adjusted to fit any containment project need.

Key Benefits:

- Fast Setup: Days, Rather than Weeks
- Reduced Environmental Footprint
- Reduced Cost and Increased Savings
- Reduced Trucking Needs by 95%
- Adaptable: Portable and Above Ground
- Secure Bolt-together Design
- Electronic Monitoring
- One-Stop-Shop: Installed and Serviced by Mustang Extreme

HDPE PIPE SERVICES

Mustang Extreme Environmental Services offers a Suite of HDPE piping and fabrication services.

Pipeline Services Offered:

- Fusion of 1" - 36" HDPE
- Poly Pipe Fabrication (Risers, Tie-ins, Headers, Launchers and Receivers, Futures, and Laterals)
- Water Infrastructure and Management
- In-Ground Installations and Surface Applications
- Dirt Work and Pipe Supports
- Valves and Fittings
- HDPE Pipe Material Sourcing
- Design and Engineering

Key Benefits For HDPE Stingers:

- Liner Protection from Water Transmission Equipment
- Safety
- Low Maintenance
- Ease of Access

REFERENCES

Donnie Schwahn
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Jarel Yantes
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MUSTANG EXTREME ENVIRONMENTAL SERVICES CONTACT LIST

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Office: 817 441 1235

Scott Jones
Chief Financial Officer
Cell: 713 494 6070
Office: 817 441 1235

Doug Stratton
Corporate HSE
Cell: 432 231 5094
Office: 817 441 1235

Gregg Abney
General Manager, Environmental Lining
Cell: 225 907 5487
Email: gabney@mustangextreme.com

John Marano
Regional Sales Manager, Business Development
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Email: jmarano@mustangextreme.com

Robert Cimarolli
Business Development Manager, Environmental
Cell: 412 334 4936
Email: rcimarolli@mustangextreme.com

Amy Hawkinberry
Credit/Collections
Office: 681 214 2522
Email: ahawkinberry@mustangextreme.com

Estimations
Email: estimations@mustangextreme.com

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	E-Con Group, LLC		
Corporate Office			
Name:	Gilbert Enriquez	Phone number:	956-259-8005
Title:	President	Email address:	genriquez@econgroup.us
Business address of corporate office:	3025 S. Sugar Rd. Edinburg TX 78539		
Local Office			
Name:	SAME AS ABOVE	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:	7/2009	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:			

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

Name:	ALBERT ENRIQUEZ	Title:	PRESIDENT
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ UNLIMITED
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:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

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ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	CARLOS JASSO	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	AEC AMERICA	12/2026

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	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
E-CON GROUP									

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	UPON APPROVAL OF CONTRACT	
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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ARTICLE 6—SURETY INFORMATION

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

Surety Name:	TRAVELERS CASUALTY AND SURETY CO.	
Surety is a corporation organized and existing under the laws of the state of:	CONNECTICUT	
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):		
Physical Address (principal place of business):		
Phone (main):		Phone (claims):

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
CERTIFICATE OF INSURANCE ATTACHED		
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):		
Physical Address (principal place of business):		
Phone (main):		Phone (claims):

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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:	22
Estimate of revenue for the current year:	$ 20M
Estimate of revenue for the previous year:	$ 18M

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

Years of experience with projects like the proposed project:			0	
As a general contractor:	15	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.

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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.

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This Statement of Qualifications is offered by:

Business: E-CON GROUP, LLC
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: GILBERT ENRIQUEZ
(typed or printed)

Title: PRESIDENT
(typed or printed)

Date: 11-25-24
(date signed)

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

Attest: [signature]
(individual's signature)

Name: GILBERT ENRIQUEZ
(typed or printed)

Title: PRESIDENT
(typed or printed)

Address for giving notices:
3025 S. SUGAR RD.
EDINBURG TX 78539

Designated Representative:

Name: GILBERT ENRIQUEZ
(typed or printed)

Title: PRESIDENT
(typed or printed)

Address:
3025 S. SUGAR RD.
EDINBURG TX 78539

Phone: 956.259.8005

Email: genriquez@econgroup.us

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Schedule A—Current Projects

Name of Organization	E-CON GROUP, LLC				
Project Owner	TROPICAL TEXAS BEHAVIORAL HEALTH	Project Name	TTBH PLAZA FINISH-OUT		
General Description of Project	FINISH-OUT OF A SHELL SPACE				
Project Cost	$2,527,158.00	Date Project	FEB. 2025		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	JARROD NECK	JESSE SALINAS	CARLOS JASSO	JAIME ENRIQUEZ	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	TERRY CROCKER	EXEC. DIRECTOR	TTBH	956.227.4214	tcrocker@ttbh.org
Designer	ELISA VASQUEZ	OWNER	EV DESIGN	956.572.4980	elisa@elisavasquezdesigns.com
Construction Manager	N/A				

Project Owner	CITY OF MCALLEN	Project Name	NW BLUELINE DETENTION FACILITY		
General Description of Project	EXCAVATION				
Project Cost	$1,391,424.00	Date Project	DEC. 2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	GILBERT ENRIQUEZ	AARON RODRIGUEZ	CARLOS JASSO	JAIME ENRIQUEZ	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	JOSE PEREZ JR.	COORDINATOR	CITY OF MCALLEN	956.681.1151	jperez@mcallen.net
Designer	JOSEPH LEAL	OWNER	DEC ENGINEERING	956.821.8720	joseph.leal@decorp.com
Construction Manager	N/A				

Project Owner	HIDALGO COUNTY DRAINAGE DIST. #1	Project Name	SOUTH MAIN DRAIN CHANNEL IMPROVEMENT		
General Description of Project	EXCAVATION & HAUL-OFF OF 951,000 CY OF DRAIN DITCH				
Project Cost	$6,242,330.00	Date Project	JAN. 2025		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	GILBERT ENRIQUEZ	AARON RODRIGUEZ	CARLOS JASSO	JAIME ENRIQUEZ	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	OMAR ANZALDUA	ASST. DIST. GEN. MANAGER	HCDD #1	956.292.7080	omar.anzaldua@hcdd1.org
Designer	SAME AS ABOVE				
Construction Manager	N/A				

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
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Schedule B—Previous Experience with Similar Projects

Name of Organization	E-CON GROUP, LLC				
Project Owner	CITY OF MCALLEN		Project Name	NW BLUELINE DETENTION FACILITY	
General Description of Project	EXCAVATION & HAUL-OFF OF DRAINAGE DITCH				
Project Cost	$1,391,424.00		Date Project	DEC 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	GILBERT ENRIQUEZ	AARON RODRIGUEZ	CARLOS JASSO	JAIME ENRIQUEZ	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	JOSE PEREZ JR.	COORDINATOR	CITY OF MCALLEN	956.681.1151	jperez@mcallen.net
Designer	JOSEPH LEAL	OWNER	DEC ENGINEERING	956.821.8770	joseph.leal@decorp.com
Construction Manager	N/A				

Project Owner	HIDALGO COUNTY DRAINAGE DISTRICT #1		Project Name	SOUTH MAIN DRAIN CHANNEL IMPROVEMENTS	
General Description of Project	EXCAVATION & HAUL-OFF OF 951,000 CY OF DRAIN DITCH				
Project Cost	$6,242,330.00		Date Project	JAN. 2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	GILBERT ENRIQUEZ	AARON RODRIGUEZ	CARLOS JASSO	JAIME ENRIQUEZ	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	OMAR ANZALDUA	ASST. DIST. GEN. MANAGER	HCDD #1	956.292.7080	omar.anzaldua@hcdd1.org
Designer	SAME AS ABOVE				
Construction Manager	N/A				

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					

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Schedule C—Key Individuals

Project Manager			
Name of individual	GILBERT ENRIQUEZ		
Years of experience as project manager	25		
Years of experience with this organization	15		
Number of similar projects as project manager	10		
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	
HCDD1 SOUTH MAIN DRAIN CHANNEL IMPROV.	100%	JAN. 2025	
COM NW BLUELINE DETENTION FACILITY	100%	DEC. 2024	

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	JOSE PEREZ	Name	OMAR ANZALDUA, PE
Title/Position	COORDINATOR	Title/Position	ASST. DIST. GEN. MANAGER
Organization	CITY OF MCALLEN	Organization	HCDD #1
Telephone	956.681.1151	Telephone	956.457.5743
Email	jperezc mcallen.net	Email	omar.anzaldua@hcdd1.org
Project	NW BLUELINE	Project	SOUTH MAIN DRAIN CHANNEL
Candidate's role on project	PROJECT MANAGER	Candidate's role on project	PROJECT MANAGER

Project Superintendent			
Name of individual	AARON RODRIGUEZ		
Years of experience as project superintendent	20		
Years of experience with this organization	15		
Number of similar projects as project superintendent	10		
Number of similar projects in other positions	15		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
HCDD1 SOUTH MAIN DRAIN CHANNEL	50%	JAN. 2025	
COM NW BLUELINE DETENTION	50%	DEC. 2024	

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	JOSE PEREZ	Name	OMAR ANZALDUA, PE.
Title/Position	COORDINATOR	Title/Position	ASST. DIST. GEN. MANAGER
Organization	CITY OF MCALLEN	Organization	HCDD #1
Telephone	956.681.1151	Telephone	956.457.5743
Email	jperezc mcallen.net	Email	omar.anzaldua@hcdd1.org
Project	NW BLUELINE	Project	SOUTH MAIN DRAIN CHANNEL
Candidate's role on project	SUPERINTENDENT	Candidate's role on project	SUPERINTENDENT

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Safety Manager		
Name of individual	CARLOS JASSO	
Years of experience as project manager	N/A	
Years of experience with this organization	3	
Number of similar projects as project manager	N/A	
Number of similar projects in other positions	3	
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
HCDDI SOUTH MAIN DRAIN CHANNEL	50%	JAN. 2025
COM NW BLUELINE DETENTION FACILITY	50%	DEC. 2024

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	JAIME ENRIQUEZ, PE	
Years of experience as project superintendent	20	
Years of experience with this organization	15	
Number of similar projects as project superintendent	50	
Number of similar projects in other positions	75	
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
HCDDI SOUTH MAIN DRAIN CHANNEL	50%	JAN. 2025
COM NW BLUELINE DETENTION FACILITY	50%	DEC. 2024

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	

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GILBERT ENRIQUEZ
President

Years of Experience: 25
Years with Firm: 11
City of Residence:
Edinburg, Texas

EDUCATION
University of Texas - Pan American, Bachelor of Business Administration, Accounting, May 1996

WORK EXPERIENCE
2009-Present
President, E-Con Group
2002-2009
Vice-President & CFO, Enriquez Enterprises, Inc.
1992-2002
President, Commercial Building Supplies
1995-2002
General Manager, Valley Drywall & Insulation, Inc.

Building on a solid foundation of decades of family construction experience, Gilbert Enriquez founded the E-Con Group, LLP in 2009 and has served as its President for the past six years. Mr. Enriquez is heavily engaged with the day-to-day operations of the firm, including managing the firm's efficiency, effectiveness and compliance with policies, procedures and government laws and regulations. An effective communicator and motivator, Mr. Enriquez meets with clients and architects and works to keep all team members operating on the same page and each project on track. His firm has earned a reputation for on-time, on-budget performance, fueled by Mr. Enriquez' exacting attention to detail and strict adherence to best practices in accounting and construction management.

Mr. Enriquez believes in giving back to the Rio Grande Valley community and provides financial assistance to several non-profit organizations. Mr. Enriquez is a former Trustee of the Edinburg Consolidated Independent School District (2000-2006) and is a current board member with the Region One Education Service Center. Mr. Enriquez is currently an appointed member of the City of Edinburg Planning and Zoning Board and has been a member of the City of Edinburg Zoning Board of Adjustments since 2009.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities
COST $11.8M COMPLETED May 2020

Tropical Texas Behavioral Health Renovations and Additions
COST $6.3M COMPLETED Oct. 2019

Mission CISD Mission High School Renovations Phase III
COST $33.2M COMPLETED July 2018

Roma Elementary #7, Roma ISD
COST $17.8M COMPLETED August 2018

South Texas College Technology Campus Building Renovation
COST $10.28M COMPLETED July 2017

Mission CISD Jr. High Cafeteria & Kitchen Addition
COST $3.5M COMPLETED September 2016

Mission CISD Mission Collegiate High School
COST $13.7M TO BE COMPLETED July 2015

Edinburg CISD Barrientes Middle School Addition
COST $3.3M TO BE COMPLETED July 2015

Mission CISD Waitz Elementary New Cafeteria
COST $2.5M COMPLETED September 2013

Robert Vela High School New Science Wing And Athletic Fields
COST $9.5M COMPLETED 2012



AARON RODRIGUEZ
Project Superintendent

Years of Experience: 20
Years with Firm: 13
City of Residence:
Mission, Texas

WORK EXPERIENCE
2007-Present
Project Superintendent, Estimator, E-Con Group
2004-2007
Project Supervisor, Oscorp Consturction & Development, Pharr, TX
2002-2004
Electrical Foreman, Rio Valley Electric, Weslaco, TX
2000-2004
Electrical Foreman, Heggen Electric, Mercedes, TX

With more than 16 years of work experience, Aaron Rodriguez is a thorough and detail-oriented superintendent. With a background as an electrical foreman, he brings hands-on experience and knowleedge of plans to each project he supervises. He coordinates weekly meetings to prevent any problems with scheduling, material procurement or communication. He keeps communication strong among other ECON team members and ensures work safety regulations are kept.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities
COST $11.8M COMPLETED May 2020
This project consists of two new swimming facilities at PSJA High School and PSJA Memorial High School. Each location consists of one competitive pool and an instructional pool. The pools will have a complete canopy over the pools so the students can utilize the pools at any time of the year. The new 10,000 square foot building at each location will consist of boy's and girl's locker room areas with showers, classrooms, bleacher areas, and concession areas along with public restrooms.

Roma Elementary #7, Roma ISD
COST $17.8M COMPLETED August 2018
One story 77,000 square feet elementary consisting of a kitchen, cafeteria, gym, library, computer labs and science rooms. The building is constructed of CMU and brick veneer with a built-up modified roofing system. Includes a clerestory at the main library for natural sunlight into the building. Site work consists of parking lots, bus drive, fire lane and student drop-off areas.

South Texas College Technology Campus Building Renovation
COST $10.28M COMPLETED July 2017
Renovation to existing 60,000 square feet warehouse for new classrooms, labs and administrative offices. Includes new walls, new MEP systems, new doors and frames, new ceilings and new painting. Site includes new parking lots with landscaping and irrigation.

Robert Vela High School New Science Wing And Athletic Fields
COST $9.5M COMPLETED 2012
This new building has load-bearing CMU walls, brick veneer and a built-up roof. The interior space features terrazzo hallways and epoxy resin tops at labs. An Isimet system controlled access to electricity, gas and water at each science lab table. Project included football, baseball and softball fields, a ticket booth and storage buildings.

Sharyland ISD High School 400 Building
COST $3.7M COMPLETED July 2011
This project features a 40,000 sq. ft. building including classrooms, science labs with epoxy tops, administration area, special education classrooms, life-skills classroom, and high-tech computer labs. The building make-up was a metal building with CMU non-load bearing walls with exterior brick and metal roof panels.



CARLOS JAVIER JASSO
Safety Coordinator

Years of Experience: 15
Years with Firm: 1
City of Residence: Edinburg, Texas

EDUCATION

University of Texas-Pan American, Bachelor of Arts in Economics, 2006

WORK EXPERIENCE

2020-present
Safety Coordinator,
E-Con Group, LLC
2018-2020
Grant Development Specialist,
Edinburg CISD
2013-2018
Accountant III,
Hidalgo County
2009-2013
Program Coordinator,
Hidalgo County Urban County Program
2006-2009
Accountant,
Hidalgo Community Service Agency
2005-2006
Congressional Intern,
Office of Congressman Rubin Hinojosa

Mr. Carlos Jasso has extensive work experience in the public sector that is vital to our firm. His knowledge of government regulations and policies provides our firm with critical insight. Mr. Carlos Jasso is certified on OSHA regulations and standards that will provide Econ with valuable knowledge as our Safety Coordinator. Mr. Jasso will be tasked with implementing and maintaining our firm's safety program at all Econ's projects. Mr. Jasso will implement and deliver trainings to our project subcontractors on a weekly basis and provide monthly safety inspections at every project location. Mr. Jasso will confirm that all safety violations have been corrected and that every subcontractor continues to follow OSHA regulations and standards for the duration of our projects. Mr. Jasso will develop safety protocols and programs for job specific projects.

RELEVANT PROJECT EXPERIENCE

South Padre Island PR100 Median Boardwalk Sidewalk
COST $7.5M TO BE COMPLETED April 2021

This project consists of 4 miles of medians and sidewalks on the main Padre Boulevard. There are turning lanes, signage, landscaping, decorative lighting, traffic signals and brick pavers inside median areas. The project also includes a boardwalk over a natural wetland area that the City of South Padre Island wants to preserve as a natural habitat for marine life. The project is a partnership between the City of South Padre Island and the Texas Department of Transportation.

Tropical Texas Behavioral Health Ambulatory Service Center
COST $5.09M COMPLETED Jan 2021

The project includes the removal of the existing light weight concrete roof, metal deck, entire interior demolition of walls and exterior openings. A new metal deck and roofing system will be installed along with new stucco on the exterior envelope of the building. A new 150 space parking lot will be constructed on the south end of the property to accommodate the staff at this new location.



JAIME ENRIQUEZ, PE
Project Engineer

Years of Experience: 40
Years with Firm: 11
City of Residence:
McAllen, Texas

Professional Engineer
State of Texas: #76767

EDUCATION

Texas A & I University-Kingsville, Bachelor of Science, Civil Engineering

WORK EXPERIENCE

2009-Present
Project Engineer,
E-Con Group, LLC
1995-1999; 2003-2009
Engineer/Owner,
Enriquez Group
2005
Construction and Facilities Manager, Mercedes ISD
2002-2003
Utility Engineer, McAllen Public Utilities
1999-2000
Engineer, Quintanilla, Headley & Associates
1992-1995
General Manager, Valley Drywall & Insulation

Jaime Enriquez, PE, is an integral member of the Project Management Team at the E-Con Group, LLC. He vigilantly monitors the progress of each project to ensure it remains on time and within budget. As a professional engineer, he supervises and assists project managers and superintendents with construction schedules, interpretation of blueprints and clarification of specifications as needed. He provides hands-on instruction and supervision on various construction methods to project managers and Superintendents during all phases of construction.

Over the course of three decades of experience, Jaime has earned a reputation for being a consummate collaborator, ensuring that the Owners, Architects, Construction Managers and Subconsultants are all operating from the same set of standards and expectations. He has given much to the Rio Grande Valley community over the course of his career, including quality facilities that have withstood the tests of time and nature.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities
COST $11.8M COMPLETED May 2020

Tropical Texas Behavioral Health Renovations and Additions
COST $6.3M COMPLETED Oct. 2019

Mission CISD Mission High School Renovations Phase III
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Mission CISD Waitz Elementary New Cafeteria
COST $2.5M COMPLETED September 2013

Robert Vela High School New Science Wing And Athletic Fields
COST $9.5M COMPLETED 2012

La Joya ISD Nellie Schunior Renovations
COST $6.2M COMPLETED August 2012

FORM OF BUSINESS

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

Corporation:

Corporate Name: E-Cou Group, LLC
State of Incorporation: Texas
Mailing Address: 3025 S. Sugar Rd. Edinburg TX 78539

- 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.*

Gilbert Enriquez, President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

11-25-24
[Typed Date]

END OF DOCUMENT

Franchise Tax Account Status

As of : 11/26/2024 10:33:25

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must obtain a certificate **specific to that purpose.**

E-CON GROUP LLC	
Texas Taxpayer Number	32039901684
Mailing Address	PO BOX 2999 EDINBURG, TX 78540-2999
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
SOS Registration Status (SOS status updated each business day)	ACTIVE
Effective SOS Registration Date	07/13/2009
Texas SOS File Number	0801145987
Registered Agent Name	GILBERT ENRIQUEZ
Registered Office Street Address	3025 S. SUGAR RD. EDINBURG, TX 78539

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 of Edinburg 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 of Edinburg 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.

AS WORDED, THERE IS NOTHING TO DISCLOSE BY THE APPLICANT BECAUSE THE APPLICANT, E-CON, HAS NEVER HAD ANY LITIGATION WITH THE CITY OF EDINBURG. HOWEVER APPROXIMATELY 10 YRS AGO, GILBERT ENRIQUEZ, A PRINCIPAL OF E-CON, WAS EMPLOYED BY THE GENERAL CONTRACTOR WHO CONSTRUCTED THE EDINBURG CITY HALL & RENOVATED THE EDINBURG POLICE STATION. THE CITY SUED GENERAL CONTRACTOR AND THE CASE WAS SETTLED APPROXIMATELY 6 YRS AGO.

ATTACHMENT III

Project Requirements Acknowledgement

This is to certify that I, GILBERT GUERRERO, 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 Proposal, I may be eligible to enter a contract with the City of Edinburg and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the Proposal packet in order to expedite the Proposal evaluation process. Failure to provide said documentation will result in the disqualification of your Proposal.**

Authorized Signature

11-25-24
Date

E-CON GROUP, LLC
Company

3025 S. SUGAR RD.
Address

EDINBURG, TX 78539
City, State, Zip

BID BOND

Travelers Casualty and Surety Company of America

KNOWN ALL BY THESE PRESENTS, That we, **E-Con Group, LLC**, as Principal, and **Travelers Casualty and Surety Company of America**, as Surety, are held and firmly bound unto **City of Edinburg**, as Obligee, in the sum of **Five Percent Greatest Amount Bid** Dollars (**5% G.A.B.**) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for **Landfille Perimeter Drainage Improvements** ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this **26th** day of **November**, **2024**.

E-Con Group, LLC

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Magda E. Escandón, Attorney-in-Fact

TRAVELERS

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Magda E Escandon** of **MERCEDES** , **Texas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **November** , **2024** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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
PHONE (A/C, No, Ext):	(956)685-1936 **FAX (A/C, No):** (956)781-5247
E-MAIL ADDRESS:	CERTIFICATES REQUEST: INFOCL@VIP-INS.NET
INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A : Indian Harbor Insurance Company	
INSURER B : KEMPER SPECIALTY	
INSURER C : STARSTONE SPECIALTY INS SE	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED	E-CON GROUP LLC P. O. BOX 2999 EDINBURG TX 78539-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER	X	X	ESG0062731-01	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	50001339301	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			88627C233ALI	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

AI 127338

CERTIFICATE HOLDER

CITY OF EDINBURG
100 E. CANO
EDINBURG TX 78539-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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	CONTACT NAME: Consuelo Cavazos, CISR	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: consuelo@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Texas Mutual Ins. Co.	22945
INSURED E-Con Group, LLC P O Box 2999 Edinburg TX 78540-2999	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001112208	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Edinburg

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robt R Yzz

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 12/31/23 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001112208 of Texas Mutual Insurance Company effective on 12/31/23

Issued to: E-CON GROUP LLC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/19/23

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

ATTACHMENT V

CONTRACTOR/S PROVIDING PROPOSAL FOR PROJECT NAME
QUALIFICATIONS
GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: E-Con Group, LLC
(Full, correct legal name)

2 Address: 3025 S. SUGAR RD.
EDINBURG TX 78539

3. Telephone/Fax: 956.259.8005/8009

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? EDINBURG

7. 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?

15 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 20

8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No____

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

_____ (years) _____ (months)

c. 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 of Edinburg may contact concerning your submittal or setting dates for meetings.

Name: GILBERT ENRIQUEZ
Address: 3025 S. SUGAR RD. EDINBURG, TX 78539
Telephone: 956.259.8005
Fax: 956.259.8009
Email: genriquez@econgroup.us

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.

N/A

CITY OF EDINBURG NON-BRIBERY MODEL FORM

E-Con Group, LLC

[*November 25, 2024*]

[*City of Edinburg*]

Dear [*City of Edinburg*]

The undersigned party certifies that [*E-Con Group*] 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.

GILBERT ENRIQUEZ
Printed name

Signature

PRESIDENT
Position in bidding company

11.25.24
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared GILBERT ENRIQUEZ, who
[Affiant]

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

E-CON GROUP, 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 11-25-24.
[Date]

DIANA V. ENRIQUEZ
ID #130877381
My Commission Expires
October 27, 2028

[Notary Seal]

Diana V. Enriquez
Notary Public in and for the State of TEXAS

DIANA V. ENRIQUEZ
[Print or type Notary Public name]

My Commission Expires: 10-27-28
[Expiration Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

E-CON GROUP, LLC
[Typed Name of Company:]

GILBERT ENRIQUEZ, PRESIDENT
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

11-25-24
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Edinburg** ("Owner") and **[*name of contracting entity*]** ("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:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Landfill Perimeter Drainage Improvements**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **WSP USA Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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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 or arbitration 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 $**1000** 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.

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 $**1000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely 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, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except 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.

ARTICLE 5—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:

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

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ARTICLE 6—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).

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.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid

2. Bonds:

a. Performance bond (together with power of attorney).

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b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **23** sheets with each sheet bearing the following general title: **Landfill Perimeter Drainage Improvements, Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C**.

8. Addenda (numbers **[number]** to **[number]**, inclusive).

10. 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.

ARTICLE 8—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.

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

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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

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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.

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

This Agreement will be effective on **[*date on which Contract becomes effective*]** (which is the Effective Date of the Contract).

Owner:	Contractor:
_____ *(typed or printed name of organization)*	E-CON GROUP, LLC *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: 11-25-24 *(date signed)*
Name: _____ *(typed or printed)*	Name: GILBERT ENRIQUEZ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: PRESIDENT *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	3025 S. SUGAR RD.
_____	EDINBURG TX 78539
_____	_____
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: GILBERT ENRIQUEZ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: PRESIDENT *(typed or printed)*
Address:	Address:
_____	3025 S. SUGAR RD
_____	EDINBURG TX 78539
_____	_____
Phone: _____	Phone: 956.259.8005
Email: _____	Email: genriquez@econgroup-us
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: N/A *(where applicable)*
	State: TEXAS

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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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.**

E-CON GROUP, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

11-25-24

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

SENATE BILL 19 VERIFICATION

I, GILBERT ENRIQUEZ, the undersigned representative of E-CON GROUP, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

GILBERT ENRIQUEZ, PRESIDENT

TYPE/PRINT NAME AND TITLE:

11.25.24

DATE:

SENATE BILL 13 VERIFICATION

I, Gilbert Enriquez, the undersigned representative of E-Con Group, 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:

Gilbert Enriquez, President

TYPE/PRINT NAME AND TITLE:

11-25-24

DATE:

ATTACHMENT VI

HOUSE BILL 89 VERIFICATION

I, GILBERT ENRIQUEZ, the undersigned representative of

E-CON GROUP, 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:

GILBERT ENRIQUEZ, PRESIDENT

TYPE/PRINT NAME AND TITLE:

11-25-24

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

GILBERT ENRIQUEZ, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of E-CON GROUP, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title PRESIDENT

Subscribed and sworn to me this 25TH day of NOVEMBER 2024.

By: Diana V. Enriquez

Notary Public

DIANA V. ENRIQUEZ
ID #130877381
My Commission Expires
October 27, 2028

My commission expires 10-27-28

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 11-25-24

Company/Vendor Name: E-CON GROUP, LLC

Printed Name and Title: GILBERT ENRIQUEZ, PRESIDENT

Authorized Signatory: _____

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	CONTACT NAME: Consuelo Cavazos, CISR	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: consuelo@mcafeeagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
E-Con Group, LLC P O Box 2999 Edinburg TX 78540-2999	INSURER A : Texas Mutual Ins. Co.	22945
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001112208	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Edinburg

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robt R Yzaguirre

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 12/31/23 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001112208 of Texas Mutual Insurance Company effective on 12/31/23

Issued to: E-CON GROUP LLC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/19/23

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
PHONE (A/C, No, Ext):	(956)685-1936 FAX (A/C, No): (956)781-5247
E-MAIL ADDRESS:	CERTIFICATES REQUEST: INFOCL@VIP-INS.NET
INSURED	E-CON GROUP LLC P. O. BOX 2999 EDINBURG TX 78539-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Indian Harbor Insurance Company	
INSURER B: KEMPER SPECIALTY	
INSURER C: STARSTONE SPECIALTY INS SE	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	ESG0062731-01	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	50001339301	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			88627C233ALI	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

AI 127338

CERTIFICATE HOLDER

CITY OF EDINBURG
100 E. CANO
EDINBURG TX 78539-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 11-25-24

Company/Vendor Name: E-Con Group, LLC

Printed Name and Title: Gilbert Enriquez, President

Authorized Signatory: _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

GILBERT ENRIQUEZ, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of E-CON GROUP, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title PRESIDENT

Subscribed and sworn to me this 25TH day of NOVEMBER 2024.

By: Diana V. Enriquez

Notary Public

DIANA V. ENRIQUEZ
ID #130877381
My Commission Expires
October 27, 2028

My commission expires 10-27-28

ATTACHMENT VI

HOUSE BILL 89 VERIFICATION

I, GILBERT ENRIQUEZ, the undersigned representative of

E-CON GROUP, 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:

GILBERT ENRIQUEZ, PRESIDENT

TYPE/PRINT NAME AND TITLE:

11-25-24

DATE:

SENATE BILL 13 VERIFICATION

I, Gilberto Enriquez, the undersigned representative of E-Con Group, 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:

Gilberto Enriquez, President

TYPE/PRINT NAME AND TITLE:

11-25-24

DATE:

SENATE BILL 19 VERIFICATION

I, GILBERT ENRIQUEZ, the undersigned representative of E-CON GROUP, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

GILBERT ENRIQUEZ, PRESIDENT

TYPE/PRINT NAME AND TITLE:

11.25.24

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

E-CON GROUP, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

11-25-24

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City Secretary's Office** located at **415 W. University Drive, Edinburg, Texas 78539.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

1. Earthworks

a. Relevant experience with projects of similar size and scope performed over the past five years. The comparable scope shall be at least a quarter of the size of the proposed project.

b. At least two key personnel and their potential alternate with relevant experience with projects of similar size and scope employed by the Bidder.

c. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

2. Geosynthetic Installation

a. A minimum of one million square feet of geomembrane installation over the past five years.

b. Certification of at least one construction project approved by the Texas Commission on Environmental Quality within the past five years.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

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3.02 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Mobilization/Demobilization	LS	1	71,221.50	$ 71,221.50
002	Payment and Performance Bond	LS	1	115,000.00	$ 115,000.00
101	Project Dewatering/Stormwater Management	LS	1	174,097.00	$ 174,097.00
102	Temporary Erosion and Sedimentation Control	LS	1	109,206.30	$ 109,206.30
103	Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation	CY	4,700	43.68	$ 205,296.00
104	Excavation/Subgrade Preparation and hauling to the stockpile area	CY	694,000	3.11	$ 2,158,340.00
105	Structural Fill	CY	180,900	7.29	$ 1,318,761.00
106	Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile	SF	320,400	3.65	$ 1,169,460.00
107	Stormwater Ponds - 60 mil HDPE Textured Geomembrane	SF	916,500	.88	$ 806,520.00
108	Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile	SF	916,500	.62	$ 568,230.00
109	Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe	LF	70	76.77	$ 5,373.90
110	Anchor Trench	LF	5,550	31.61	$ 175,435.50
111	Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts	LF	360	192.04	$ 69,134.40
112	Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts	LF	240	293.68	$ 70,483.20
113	Seeding/Vegetation	AC	29	3,877.62	$ 112,450.98
114	Gas Interceptor Trench Modification	LF	370	235.26	$ 87,046.20
Total of All Unit Price Bid Items					$ 7,216,055.98

Alternate Bid Item

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
201	Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned	LS	1	553,612.50	$ 553,612.50

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Total of All Unit Price Bid Items	$ 553,618.50

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Scope of Services

The contractor shall provide all necessary materials, labor, full-time supervision (defined as the Contractor's Authorized Representative or Resident Representative unless otherwise approved in writing by the City of Edinburg Project Manager), and equipment to perform the services in accordance with the Construction Agreement, plans, and specifications herein or subsequently approved by the Owner. The Services include, but are not limited to, the following items:

Item 001 Mobilization/Demobilization

Mobilization of sufficient labor, equipment, and material to adequately advance the Work, and demobilization of said items, leaving the site in satisfactory condition. Includes and covers the furnishing of all materials, labor, tools, and equipment necessary for the assembling and setting up of the project, including the initial movement of personnel and equipment to the project site; application, fee payment and acquisition for all necessary permits; the establishment of the Contractor's shops, plants, storage areas, field office, temporary water, electrical, telephone, sanitary and other temporary facilities; establishment of a field office with utilities; and insurance, bonds, and other initial expenses required for the start of work, and demobilization of said items, followed by required site restoration.

Item 002 Payment and Performance Bond

Refer to Contract Forms section 00620 and 00610 for Payment Bond and Performance Bond.

Item 101 Project Dewatering / Stormwater Management

The contractor shall provide sufficient dewatering of the work areas, protection of the work areas, and related activities. The Contractor shall be responsible for maintaining dewatering for the duration of the entire project. Dewatering shall consist of 24-hour per-day management of all rainwater, surface water, and subsurface water infiltration.

Item 102 Temporary Erosion and Sedimentation Control

The contractor shall also be responsible for constructing and maintaining erosion and sediment controls. The Contractor shall not allow standing water to accumulate in the work area, and in all circumstances shall be required to have all standing water pumped out of the area within 2 hours following any rain event. This requirement shall be in effect over the entire project. The contractor shall install a silt fence and other appropriate measures around the construction area to retain soil on disturbed land and keep sediments out of waterways and storm drains.

Item 103 Waste Excavation/Subgrade Preparation on pre-subtitle D units and relocation

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The contractor shall excavate, transport, and dispose of probable waste encountered from south of Pre-Subtitle D (Units 1-4) units during the construction of the drainage ditch. The Contractor shall backfill to achieve the design grade and elevation and prepare the subgrade of the drainage ditch. The location of the waste disposal area is shown in Figure 2 – Drainage Improvements Site Layout. A minimum of 2-ft of compacted clayey soil to be placed over any exposed waste.

Item 104 Excavation/Subgrade Preparation and hauling to the stockpile area

The contractor shall excavate and prepare subgrade for drainage ditch, stormwater ponds, and perimeter berm including placement, compaction, hauling, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Over-excavated sandy soil and clay soil shall be hauled to the location as shown in Figure 3 – Drainage Improvements Site Layout. Clay-rich soil shall be used for structural backfill. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 105 Structural fill

The Contractor shall place structural fill for drainage ditch, stormwater ponds, and perimeter berm to achieve the design grade and elevation; including excavation, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. Excess clayey soil stockpiled during excavation shall be re-used during structural filling. Details are presented in Drawings. Density requirements is 95% compaction of standard proctor. Testing will be performed for horizontal lifts at one test for each 100 linear feet per each 12 inches of thickness; and parallel lifts at one test for each 8,000 sqft of surface area per lift (but no less than 3 density tests per 6 inch lift). Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 106 Road Construction with Caliche, including underlying Geogrid, and 10-oz Nonwoven Needle Punched Geotextile

The contractor shall construct the Road on the top of the perimeter berm including supply of materials, loading, unloading, hauling, placement, compaction, moisture control, haul road maintenance, dust control, surveying, groundwater control, and surface water control. The Road construction shall consist of Caliche material with underlying 10 oz. nonwoven needle-punched geotextile and Tensar Tx5 Triaxial Geogrid. Please note natural gas pipelines within construction area must be located by contractor; pipeline locations shown on Part III, Attachment 6, Figure III6-1.

Item 107 Stormwater Ponds - 60 mil HDPE Textured Geomembrane

The contractor shall be responsible for the purchase, supply, loading, unloading, subgrade preparation, installation, survey, guarantee, warranty, stormwater/groundwater control, and surface water control. The Geomembrane shall be installed as per the approved permit Liner Quality Control Plan. Details in Figure 21 – Stormwater Ponds.

Item 108 Stormwater Ponds - 16-oz Nonwoven Needle Punched Geotextile

The contractor shall be responsible for the purchase, supply, loading, unloading, installation, guarantee, warranty, stormwater/groundwater control, and maintenance. Details are presented in Drawings.

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Item 109 Stormwater Ponds - 1 - 24-inch diameter HDPE equalization pipe

The contractor shall purchase, supply, supply, load, unload, and install one 24-inch HDPE Pipe to the grade and elevation shown in the design drawings. Details in Figure 21 – Stormwater Ponds and Figure 22 - Typical Details. HDPE pipe shall conform to ASTM D-248, Type III, Class C, Category 5, Grade P34 with a PPI rating of PE 3408.

Item 110 Anchor Trench

Including excavation of a trench, laying geomembrane and geotextile, backfill, compaction, hauling excess soil, stormwater/groundwater control, and surface water control. Details in Figure 21 – Stormwater Ponds and Figure 22 – Typical Details.

Item 111 Drainage Ditch - 6 - 36-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 6 nos. – 36-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 4 – Grading Plan 1. Class III RCP pipe to be installed per TxDOT Item 464.

Item 112 Drainage Ditch - 4 - 48-inch diameter reinforced concrete pipe culverts

The contractor shall purchase, supply, load, unload, and install 4 nos. – 48-inch reinforced concrete pipe culverts to the grade and elevation shown in the design drawings. Details in Figure 7 – Grading Plan 4. Class III RCP pipe to be installed per TxDOT Item 464.

Item 113 Seeding/Vegetation

The contractor shall Seed/vegetate on the areas shown in the figure as well as on the disturbed areas during construction work. The contractor shall be responsible for the full growth of vegetation. Details in Figure 23 – Extent of Vegetation. Seeding per TxDOT Item 164.

Item 114 Gas Interceptor Trench Modification

The contractor shall purchase, load, unload, remove, and reinstall horizontal and vertical 3-inch PVC pipe at the location shown in the figures (See Figure 4 and Figure 5). It includes excavation, hauling, compacted backfill, and stormwater/groundwater control.

The first Gas Interceptor Trench is located approx. between stations 2+00 to 4+00. It lies on the drainage ditch as shown in Figure 4. The 3-inch PVC horizontal pipes shall be removed and re-installed to a depth of 4 feet below the drainage ditch. The 3-inch vertical PVC pipes shall be extended 3 feet above the drainage ditch surface. Details in Figure 22 - Typical Details.

The second Gas Interceptor Trench is located approx. between stations 7+00 to 8+00 as shown in Figure 4. The 3-inch vertical PVC pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

The third Gas Interceptor Trench is located approx. at station 16+50 as shown in Figure 5. The 3-inch PVC vertical pipes shall be extended to maintain a 3-foot height from the design surface as shown in detail in Figure 22 - Typical Details.

Item 201 Monitoring Wells and Gas Probes to be Relocated, Extended, Cut, or Plugged and Abandoned

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The contractor shall modify the elevations, relocate, or plug and abandon the gas probes, monitoring wells, and piezometers in accordance with the Landfill Perimeter Drainage Improvement drawings as summarized in the table below.

Relocated	Extended	Cut	Plugged and Abandoned
GP-25	MW-22	GP-126	PZ-131
GP-24	GP-35	MW-126	PZ-133
GPD-6	MW-3A	GP-125	
GP-44	MW-12	MW-125	
	GP-48	GP-124	
	GPD-4	MW-124	
	MWD-6	GP-123	
	GP-47	MW-123	
	GPD-5	GP-122	
	MW-18R	MW-122	
	GP-46		
	MWD-7		
	GP-45		
	MW-13		

Gas Probes to be relocated

Borings for monitoring probes will be performed by drillers registered in the State of Texas, drilled with a hollow-stem auger and sampled with a split-tube sampler, logged, and supervised by either a qualified professional geologist or a registered professional engineer. Installation details are provided in Part III, Attachment 6, Landfill Gas Management Plan. Replaced gas probes must be plugged and abandoned by drillers registered in the State of Texas.

Monitoring Wells and Gas Probes to be Extended

Monitoring wells and gas probes to be extended to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Cut

Monitoring wells and gas probes to be cut to plan grade elevations using the materials and specifications provided in Part III, Attachment 5, Groundwater Characterization and Monitoring Report and Part III, Attachment 6, Landfill Gas Management Plan. Monitoring well and gas probe completion must have a stainless-steel name plate attached to the protective collar with relevant well and site information.

Monitoring Wells and Gas Probes to be Plugged and Abandoned

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Monitoring wells and gas probes to be plugged and abandoned will be performed by drillers registered in the State of Texas.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.03 Bidder agrees that the Work will be substantially complete within **180** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** calendar days after the date when the Contract Times commence to run.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	October 29, 2024
2	November 14, 2024
3	November 15, 2024
4 5	Nov. 20, 2024 Nov. 22, 2024

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Bidder 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. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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. Bidder 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 Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. 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.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. 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.

d. 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder: E-Con Group, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Gilberto Enriquez
(typed or printed)

Title: President
(typed or printed)

Date: 11-25-24
(typed or printed)

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

Attest: Diana V. Enriquez
(individual's signature)

Name: Diana V. Enriquez
(typed or printed)

Title: Secretary
(typed or printed)

Date: 11-25-24
(typed or printed)

Address for giving notices: 3025 S. Sugar Rd.
Edinburg TX 78539

Bidder's Contact:

Name: Gilberto Enriquez
(typed or printed)

Title: President
(typed or printed)

Phone: 956.259.8005

Email: genriquez@econgroup.us

Address: 3025 S. Sugar Rd.
Edinburg TX 78539

Bidder's Contractor License No.: (if applicable) N/A

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ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	E-Con Group, LLC		
Corporate Office			
Name:	Gilbert Enriquez	Phone number:	956-259-8005
Title:	President	Email address:	genriquez@econgroup.us
Business address of corporate office:	3025 S. Sugar Rd. Edinburg TX 78539		
Local Office			
Name:	SAME AS ABOVE	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:	7/2009	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:			

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

Name:	GILBERT ENRIQUEZ	Title:	PRESIDENT
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$ UNLIMITED
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:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

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ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	CARLOS JASSO	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	AGC AMERICA	12/2026

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	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
E-CON GROUP									

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	UPON APPROVAL OF CONTRACT	
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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ARTICLE 6—SURETY INFORMATION

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

Surety Name:	TRAVELERS CASUALTY AND SURETY CO.		
Surety is a corporation organized and existing under the laws of the state of:	CONNECTICUT		
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):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
CERTIFICATE OF INSURANCE ATTACHED			
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):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

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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:	22
Estimate of revenue for the current year:	$ 20M
Estimate of revenue for the previous year:	$ 18M

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

Years of experience with projects like the proposed project:			0	
As a general contractor:	15	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.

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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.

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This Statement of Qualifications is offered by:

Business: E-CON GROUP, LLC
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: GILBERT ENRIQUEZ
(typed or printed)

Title: PRESIDENT
(typed or printed)

Date: 11-25-24
(date signed)

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

Attest: [signature]
(individual's signature)

Name: GILBERT ENRIQUEZ
(typed or printed)

Title: PRESIDENT
(typed or printed)

Address for giving notices:
3025 S. SUGAR RD.
EDINBURG TX 78539

Designated Representative:

Name: GILBERT ENRIQUEZ
(typed or printed)

Title: PRESIDENT
(typed or printed)

Address:
3025 S. SUGAR RD.
EDINBURG TX 78539

Phone: 956.259.8005

Email: genriquez@econgroup.us

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Schedule A—Current Projects

Name of Organization	E-CON GROUP, LLC				
Project Owner	TROPICAL TEXAS BEHAVIORAL HEALTH	Project Name	TTBH PLAZA FINISH-OUT		
General Description of Project	FINISH-OUT OF A SHELL SPACE				
Project Cost	$2,527,158.00	Date Project	FEB. 2025		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	JARROD NECK	JESSE SALINAS	CARLOS JASSO	JAIME ENRIQUEZ	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	TERRY CROCKER	EXEC. DIRECTOR	TTBH	956.227.4214	tcrocker@ttbh.org
Designer	ELISA VASQUEZ	OWNER	EV DESIGN	956.572.4980	elisa@elisavasquezdesigns.com
Construction Manager	N/A				

Project Owner	CITY OF MCALLEN	Project Name	NW BLUELINE DETENTION FACILITY		
General Description of Project	EXCAVATION				
Project Cost	$1,391,424.00	Date Project	DEC. 2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	GILBERT ENRIQUEZ	AARON RODRIGUEZ	CARLOS JASSO	JAIME ENRIQUEZ	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	JOSE PEREZ JR.	COORDINATOR	CITY OF MCALLEN	956.681.1151	jperez@mcallen.net
Designer	JOSEPH LEAL	OWNER	DEC ENGINEERING	956.821.8720	joseph.leal@decorp.com
Construction Manager	N/A				

Project Owner	HIDALGO COUNTY DRAINAGE DIST. #1	Project Name	SOUTH MAIN DRAIN CHANNEL IMPROVEMENT		
General Description of Project	EXCAVATION & HAUL-OFF OF 951,000 CY OF DRAIN DITCH				
Project Cost	$6,242,330.00	Date Project	JAN. 2025		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	GILBERT ENRIQUEZ	AARON RODRIGUEZ	CARLOS JASSO	JAIME ENRIQUEZ	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	OMAR ANZALDUA	ASST. DIST. GEN. MANAGER	HCDD #1	956.292.1080	omar.anzaldua@hcdd1.org
Designer	SAME AS ABOVE				
Construction Manager	N/A				

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Schedule B—Previous Experience with Similar Projects

Name of Organization	E-CON GROUP, LLC				
Project Owner	CITY OF MCALLEN	Project Name	NW BLUELINE DETENTION FACILITY		
General Description of Project	EXCAVATION & HAUL-OFF OF DRAINAGE DITCH				
Project Cost	$1,391,424.00	Date Project	DEC 2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	GILBERT ENRIQUEZ	AARON RODRIGUEZ	CARLOS JASSO	JAIME ENRIQUEZ	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	JOSE PEREZ JR.	COORDINATOR	CITY OF MCALLEN	956.681.1151	jperez@mcallen.net
Designer	JOSEPH LEAL	OWNER	DEC ENGINEERING	956.821.8770	joseph.leal@decorp.com
Construction Manager	N/A				

Project Owner	HIDALGO COUNTY DRAINAGE DISTRICT #1	Project Name	SOUTH MAIN DRAIN CHANNEL IMPROVEMENTS		
General Description of Project	EXCAVATION & HAUL-OFF OF 951,000 CY OF DRAIN DITCH				
Project Cost	$6,242,330.00	Date Project	JAN. 2025		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	GILBERT ENRIQUEZ	AARON RODRIGUEZ	CARLOS JASSO	JAIME ENRIQUEZ	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	OMAR ANZALDUA	ASST. DIST. GEN. MANAGER	HCDD #1	956.292.2080	omar.anzaldua@hcdd1.org
Designer	SAME AS ABOVE				
Construction Manager	N/A				

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					

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Schedule C—Key Individuals

Project Manager			
Name of individual	GILBERT ENRIQUEZ		
Years of experience as project manager	25		
Years of experience with this organization	15		
Number of similar projects as project manager	10		
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	
HCDD1 SOUTH MAIN DRAIN CHANNEL IMPROV.	100%	JAN. 2025	
COM NW BLUELINE DETENTION FACILITY	100%	DEC. 2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	JOSE PEREZ	Name	OMAR ANZALDUA, PE
Title/Position	COORDINATOR	Title/Position	ASST. DIST. GEN. MANAGER
Organization	CITY OF MCALLEN	Organization	HCDD #1
Telephone	956.681.1151	Telephone	956.457.5743
Email	jperezc mcallen.net	Email	omar.anzaldua@hcdd1.org
Project	NW BLUELINE	Project	SOUTH MAIN DRAIN CHANNEL
Candidate's role on project	PROJECT MANAGER	Candidate's role on project	PROJECT MANAGER

Project Superintendent			
Name of individual	AARON RODRIGUEZ		
Years of experience as project superintendent	20		
Years of experience with this organization	15		
Number of similar projects as project superintendent	10		
Number of similar projects in other positions	15		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
HCDD1 SOUTH MAIN DRAIN CHANNEL	50%	JAN. 2025	
COM NW BLUELINE DETENTION	50%	DEC. 2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	JOSE PEREZ	Name	OMAR ANZALDUA, PE.
Title/Position	COORDINATOR	Title/Position	ASST. DIST. GEN. MANAGER
Organization	CITY OF MCALLEN	Organization	HCDD #1
Telephone	956.681.1151	Telephone	956.457.5743
Email	jperezc mcallen.net	Email	omar.anzaldua@hcdd1.org
Project	NW BLUELINE	Project	SOUTH MAIN DRAIN CHANNEL
Candidate's role on project	SUPERINTENDENT	Candidate's role on project	SUPERINTENDENT

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Safety Manager			
Name of individual		CARLOS JASSO	
Years of experience as project manager		N/A	
Years of experience with this organization		3	
Number of similar projects as project manager		N/A	
Number of similar projects in other positions		3	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
HCDOT SOUTH MAIN DRAIN CHANNEL		50%	JAN. 2025
COM NW BLUELINE DETENTION FACILITY		50%	DEC. 2024
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		JAIME ENRIQUEZ, PE	
Years of experience as project superintendent		20	
Years of experience with this organization		15	
Number of similar projects as project superintendent		50	
Number of similar projects in other positions		15	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
HCDOT SOUTH MAIN DRAIN CHANNEL		50%	JAN. 2025
COM NW BLUELINE DETENTION FACILITY		50%	DEC. 2024
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	

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GILBERT ENRIQUEZ
President

Years of Experience: 25
Years with Firm: 11
City of Residence:
Edinburg, Texas

EDUCATION

University of Texas - Pan American, Bachelor of Business Administration, Accounting, May 1996

WORK EXPERIENCE

2009-Present
President, E-Con Group
2002-2009
Vice-President & CFO, Enriquez Enterprises, Inc.
1992-2002
President, Commercial Building Supplies
1995-2002
General Manager, Valley Drywall & Insulation, Inc.

Building on a solid foundation of decades of family construction experience, Gilbert Enriquez founded the E-Con Group, LLP in 2009 and has served as its President for the past six years. Mr. Enriquez is heavily engaged with the day-to-day operations of the firm, including managing the firm's efficiency, effectiveness and compliance with policies, procedures and government laws and regulations. An effective communicator and motivator, Mr. Enriquez meets with clients and architects and works to keep all team members operating on the same page and each project on track. His firm has earned a reputation for on-time, on-budget performance, fueled by Mr. Enriquez' exacting attention to detail and strict adherence to best practices in accounting and construction management.

Mr. Enriquez believes in giving back to the Rio Grande Valley community and provides financial assistance to several non-profit organizations. Mr. Enriquez is a former Trustee of the Edinburg Consolidated Independent School District (2000-2006) and is a current board member with the Region One Education Service Center. Mr. Enriquez is currently an appointed member of the City of Edinburg Planning and Zoning Board and has been a member of the City of Edinburg Zoning Board of Adjustments since 2009.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities
COST $11.8M COMPLETED May 2020

Tropical Texas Behavioral Health Renovations and Additions
COST $6.3M COMPLETED Oct. 2019

Mission CISD Mission High School Renovations Phase III
COST $33.2M COMPLETED July 2018

Roma Elementary #7, Roma ISD
COST $17.8M COMPLETED August 2018

South Texas College Technology Campus Building Renovation
COST $10.28M COMPLETED July 2017

Mission CISD Jr. High Cafeteria & Kitchen Addition
COST $3.5M COMPLETED September 2016

Mission CISD Mission Collegiate High School
COST $13.7M TO BE COMPLETED July 2015

Edinburg CISD Barrientes Middle School Addition
COST $3.3M TO BE COMPLETED July 2015

Mission CISD Waitz Elementary New Cafeteria
COST $2.5M COMPLETED September 2013

Robert Vela High School New Science Wing And Athletic Fields
COST $9.5M COMPLETED 2012



AARON RODRIGUEZ
Project Superintendent

Years of Experience: 20
Years with Firm: 13
City of Residence:
Mission, Texas

WORK EXPERIENCE
2007-Present
Project Superintendent, Estimator, E-Con Group
2004-2007
Project Supervisor, Oscorp Consturction & Development, Pharr, TX
2002-2004
Electrical Foreman, Rio Valley Electric, Weslaco, TX
2000-2004
Electrical Foreman, Heggen Electric, Mercedes, TX

With more than 16 years of work experience, Aaron Rodriguez is a thorough and detail-oriented superintendent. With a background as an electrical foreman, he brings hands-on experience and knowleedge of plans to each project he supervises. He coordinates weekly meetings to prevent any problems with scheduling, material procurement or communication. He keeps communication strong among other ECON team members and ensures work safety regulations are kept.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities
COST $11.8M COMPLETED May 2020
This project consists of two new swimming facilities at PSJA High School and PSJA Memorial High School. Each location consists of one competitive pool and an instructional pool. The pools will have a complete canopy over the pools so the students can utilize the pools at any time of the year. The new 10,000 square foot building at each location will consist of boy's and girl's locker room areas with showers, classrooms, bleacher areas, and concession areas along with public restrooms.

Roma Elementary #7, Roma ISD
COST $17.8M COMPLETED August 2018
One story 77,000 square feet elementary consisting of a kitchen, cafeteria, gym, library, computer labs and science rooms. The building is constructed of CMU and brick veneer with a built-up modified roofing system. Includes a clerestory at the main library for natural sunlight into the building. Site work consists of parking lots, bus drive, fire lane and student drop-off areas.

South Texas College Technology Campus Building Renovation
COST $10.28M COMPLETED July 2017
Renovation to existing 60,000 square feet warehouse for new classrooms, labs and administrative offices. Includes new walls, new MEP systems, new doors and frames, new ceilings and new painting. Site includes new parking lots with landscaping and irrigation.

Robert Vela High School New Science Wing And Athletic Fields
COST $9.5M COMPLETED 2012
This new building has load-bearing CMU walls, brick veneer and a built-up roof. The interior space features terrazzo hallways and epoxy resin tops at labs. An Isimet system controlled access to electricity, gas and water at each science lab table. Project included football, baseball and softball fields, a ticket booth and storage buildings.

Sharyland ISD High School 400 Building
COST $3.7M COMPLETED July 2011
This project features a 40,000 sq. ft. building including classrooms, science labs with epoxy tops, administration area, special education classrooms, life-skills classroom, and high-tech computer labs. The building make-up was a metal building with CMU non-load bearing walls with exterior brick and metal roof panels.



CARLOS JAVIER JASSO
Safety Coordinator

Years of Experience: 15
Years with Firm: 1
City of Residence: Edinburg, Texas

EDUCATION

University of Texas-Pan American, Bachelor of Arts in Economics, 2006

WORK EXPERIENCE

2020-present
Safety Coordinator,
E-Con Group, LLC
2018-2020
Grant Development Specialist,
Edinburg CISD
2013-2018
Accountant III,
Hidalgo County
2009-2013
Program Coordinator,
Hidalgo County Urban County Program
2006-2009
Accountant,
Hidalgo Community Service Agency
2005-2006
Congressional Intern,
Office of Congressman Rubin Hinojosa

Mr. Carlos Jasso has extensive work experience in the public sector that is vital to our firm. His knowledge of government regulations and policies provides our firm with critical insight. Mr. Carlos Jasso is certified on OSHA regulations and standards that will provide Econ with valuable knowledge as our Safety Coordinator. Mr. Jasso will be tasked with implementing and maintaining our firm's safety program at all Econ's projects. Mr. Jasso will implement and deliver trainings to our project subcontractors on a weekly basis and provide monthly safety inspections at every project location. Mr. Jasso will confirm that all safety violations have been corrected and that every subcontractor continues to follow OSHA regulations and standards for the duration of our projects. Mr. Jasso will develop safety protocols and programs for job specific projects.

RELEVANT PROJECT EXPERIENCE

South Padre Island PR100 Median Boardwalk Sidewalk

COST $7.5M TO BE COMPLETED April 2021

This project consists of 4 miles of medians and sidewalks on the main Padre Boulevard. There are turning lanes, signage, landscaping, decorative lighting, traffic signals and brick pavers inside median areas. The project also includes a boardwalk over a natural wetland area that the City of South Padre Island wants to preserve as a natural habitat for marine life. The project is a partnership between the City of South Padre Island and the Texas Department of Transportation.

Tropical Texas Behavioral Health Ambulatory Service Center

COST $5.09M COMPLETED Jan 2021

The project includes the removal of the existing light weight concrete roof, metal deck, entire interior demolition of walls and exterior openings. A new metal deck and roofing system will be installed along with new stucco on the exterior envelope of the building. A new 150 space parking lot will be constructed on the south end of the property to accommodate the staff at this new location.



JAIME ENRIQUEZ, PE
Project Engineer

Years of Experience: 40
Years with Firm: 11
City of Residence:
McAllen, Texas

Professional Engineer
State of Texas: #76767

EDUCATION

Texas A & I University-Kingsville, Bachelor of Science, Civil Engineering

WORK EXPERIENCE

2009-Present
Project Engineer,
E-Con Group, LLC
1995-1999; 2003-2009
Engineer/Owner,
Enriquez Group
2005
Construction and Facilities Manager, Mercedes ISD
2002-2003
Utility Engineer, McAllen Public Utilities
1999-2000
Engineer, Quintanilla, Headley & Associates
1992-1995
General Manager, Valley Drywall & Insulation

Jaime Enriquez, PE, is an integral member of the Project Management Team at the E-Con Group, LLC. He vigilantly monitors the progress of each project to ensure it remains on time and within budget. As a professional engineer, he supervises and assists project managers and superintendents with construction schedules, interpretation of blueprints and clarification of specifications as needed. He provides hands-on instruction and supervision on various construction methods to project managers and Superintendents during all phases of construction.

Over the course of three decades of experience, Jaime has earned a reputation for being a consummate collaborator, ensuring that the Owners, Architects, Construction Managers and Subconsultants are all operating from the same set of standards and expectations. He has given much to the Rio Grande Valley community over the course of his career, including quality facilities that have withstood the tests of time and nature.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities
COST $11.8M COMPLETED May 2020

Tropical Texas Behavioral Health Renovations and Additions
COST $6.3M COMPLETED Oct. 2019

Mission CISD Mission High School Renovations Phase III
COST $33.2M COMPLETED July 2018

Roma Elementary #7, Roma ISD
COST $17.8M COMPLETED August 2018

South Texas College Technology Campus Building Renovation
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Mission CISD Waitz Elementary New Cafeteria
COST $2.5M COMPLETED September 2013

Robert Vela High School New Science Wing And Athletic Fields
COST $9.5M COMPLETED 2012

La Joya ISD Nellie Schunior Renovations
COST $6.2M COMPLETED August 2012

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Edinburg** ("Owner") and **[*name of contracting entity*]** ("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:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Landfill Perimeter Drainage Improvements**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **WSP USA Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

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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 or arbitration 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 $**1000** 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.

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 $**1000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely 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, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except 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.

ARTICLE 5—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:

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

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ARTICLE 6—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).

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.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid

2. Bonds:

a. Performance bond (together with power of attorney).

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b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **23** sheets with each sheet bearing the following general title: **Landfill Perimeter Drainage Improvements, Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C.**

8. Addenda (numbers **[number]** to **[number]**, inclusive).

10. 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.

ARTICLE 8—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.

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

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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

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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.

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

This Agreement will be effective on **[*date on which Contract becomes effective*]** (which is the Effective Date of the Contract).

Owner:	Contractor:
_____	E-CON GROUP, LLC
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: 11-25-24
(date signed)	*(date signed)*
Name: _____	Name: GILBERT ENRIQUEZ
(typed or printed)	*(typed or printed)*
Title: _____	Title: PRESIDENT
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	3025 S. SUGAR RD.
_____	EDINBURG TX 78539
_____	
Designated Representative:	Designated Representative:
Name: _____	Name: GILBERT ENRIQUEZ
(typed or printed)	*(typed or printed)*
Title: _____	Title: PRESIDENT
(typed or printed)	*(typed or printed)*
Address:	Address:
_____	3025 S. SUGAR RD
_____	EDINBURG TX 78539
_____	
Phone: _____	Phone: 956.259.8005
Email: _____	Email: genriquez@econgroup-us
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: N/A *(where applicable)*
	State: TEXAS

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BID BOND

Travelers Casualty and Surety Company of America

KNOWN ALL BY THESE PRESENTS, That we, **E-Con Group, LLC**, as Principal, and **Travelers Casualty and Surety Company of America**, as Surety, are held and firmly bound unto **City of Edinburg**, as Obligee, in the sum of **Five Percent Greatest Amount Bid** Dollars (**5% G.A.B.**) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for **Landfille Perimeter Drainage Improvements** ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this **26th** day of **November**, **2024**.

E-Con Group, LLC

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Magda E. Escandón, Attorney-in-Fact

TRAVELERS

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Magda E Escandon** of **MERCEDES** , **Texas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **November** , **2024** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID BOND

Travelers Casualty and Surety Company of America

KNOWN ALL BY THESE PRESENTS, That we, **E-Con Group, LLC**, as Principal, and **Travelers Casualty and Surety Company of America**, as Surety, are held and firmly bound unto **City of Edinburg**, as Obligee, in the sum of **Five Percent Greatest Amount Bid** Dollars (**5% G.A.B.**) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for **Landfille Perimeter Drainage Improvements** ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this **26th** day of **November**, **2024**.

E-Con Group, LLC

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Magda E. Escandón, Attorney-in-Fact

TRAVELERS

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Magda E Escandon** of **MERCEDES** , **Texas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **November** , **2024** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

E-Con Group, LLC
[Typed Name of Company:]

Gilbert Enriquez, President
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

11-25-24
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

Corporate Name: E-Cou Group, LLC
State of Incorporation: Texas
Mailing Address: 3025 S. Sugar Rd. Edinburg TX 78539

- 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.*

Gilbert Enriquez President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

11-25-24
[Typed Date]

END OF DOCUMENT

Franchise Tax Account Status

As of : 11/26/2024 10:33:25

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must obtain a certificate **specific to that purpose.**

E-CON GROUP LLC	
Texas Taxpayer Number	32039901684
Mailing Address	PO BOX 2999 EDINBURG, TX 78540-2999
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
SOS Registration Status (SOS status updated each business day)	ACTIVE
Effective SOS Registration Date	07/13/2009
Texas SOS File Number	0801145987
Registered Agent Name	GILBERT ENRIQUEZ
Registered Office Street Address	3025 S. SUGAR RD. EDINBURG, TX 78539

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared GILBERT ENRIQUEZ, who
[Affiant]

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

E-CON GROUP, 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 11-25-24.
[Date]

DIANA V. ENRIQUEZ
ID #130877381
My Commission Expires
October 27, 2028

[Notary Seal]

Diana V. Enriquez
Notary Public in and for the State of TEXAS

DIANA V. ENRIQUEZ
[Print or type Notary Public name]

My Commission Expires: 10-27-28
[Expiration Date]

END OF DOCUMENT

CITY OF EDINBURG NON-BRIBERY MODEL FORM

E-Con Group, LLC

[*November 25, 2024*]

[*City of Edinburg*]

Dear [*City of Edinburg*]

The undersigned party certifies that [*E-Con Group*] 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.

GILBERT ENRIQUEZ
Printed name

Signature

PRESIDENT
Position in bidding company

11-25-24
Date

ATTACHMENT III

Project Requirements Acknowledgement

This is to certify that I, GILBERT ENRIQUEZ, 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 Proposal, I may be eligible to enter a contract with the City of Edinburg and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the Proposal packet in order to expedite the Proposal evaluation process. Failure to provide said documentation will result in the disqualification of your Proposal.**

Authorized Signature

11-25-24
Date

E-CON GROUP, LLC
Company

3025 S. SUGAR RD.
Address

EDINBURG TX 78539
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 of Edinburg 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 of Edinburg 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.

AS WORDED, THERE IS NOTHING TO DISCLOSE BY THE APPLICANT BECAUSE THE APPLICANT, E-CON, HAS NEVER HAD ANY LITIGATION WITH THE CITY OF EDINBURG. HOWEVER APPROXIMATELY 10 YRS AGO, GILBERT ENRIQUEZ, A PRINCIPAL OF E-CON, WAS EMPLOYED BY THE GENERAL CONTRACTOR WHO CONSTRUCTED THE EDINBURG CITY HALL & RENOVATED THE EDINBURG POLICE STATION. THE CITY SUED GENERAL CONTRACTOR AND THE CASE WAS SETTLED APPROXIMATELY 6 YRS AGO.

ATTACHMENT V

CONTRACTOR/S PROVIDING PROPOSAL FOR PROJECT NAME
QUALIFICATIONS
GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: E-Con Group, LLC
(Full, correct legal name)

2 Address: 3025 S. SUGAR RD.
EDINBURG TX 78539

3. Telephone/Fax: 956.259.8005/8009

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? EDINBURG

7. 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?

15 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 20

8. a. If the Company does not have an Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No____

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

_____ (years) _____ (months)

c. 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 of Edinburg may contact concerning your submittal or setting dates for meetings.

Name: GILBERT ENRIQUEZ
Address: 3025 S. SUGAR RD. EDINBURG, TX 78539
Telephone: 956.259.8005
Fax: 956.259.8009
Email: genriquez@econgroup.us

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.

N/A

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Edinburg** ("Owner") and **[*name of contracting entity*]** ("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:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Providing the necessary labor, equipment supervision, and expertise to place general fill; prepare suitable subgrade; construct drainage ditch, landfill perimeter berm, road, and stormwater pond; and supply, deliver, and install geosynthetic materials for drainage improvements in accordance with project plans and technical specifications.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Landfill Perimeter Drainage Improvements**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **WSP USA Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **190** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

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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 or arbitration 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 $**1000** 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.

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 $**1000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely 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, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except 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.

ARTICLE 5—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:

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

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ARTICLE 6—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).

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.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement with Contractor's Bid

2. Bonds:

a. Performance bond (together with power of attorney).

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b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **23** sheets with each sheet bearing the following general title: **Landfill Perimeter Drainage Improvements, Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C**.

8. Addenda (numbers **[number]** to **[number]**, inclusive).

10. 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.

ARTICLE 8—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.

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

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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

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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.

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

This Agreement will be effective on **[*date on which Contract becomes effective*]** (which is the Effective Date of the Contract).

Owner:

_____
(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:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** 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 **[Type of Entity]** 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: _____

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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

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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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

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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

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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;

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(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.

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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

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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.

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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

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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;

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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.

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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.

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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

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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

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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;

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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.

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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.

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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

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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.

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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.

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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

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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

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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

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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

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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

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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.

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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

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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

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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

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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

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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.

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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

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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.

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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.

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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.

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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

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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;

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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

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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;

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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.

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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.

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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

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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

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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,

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

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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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.

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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

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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

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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

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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

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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.

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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;

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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;

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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.

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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.

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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

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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.

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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.

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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

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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.

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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

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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.

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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.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one printed copy of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

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a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **10** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

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b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

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a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

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d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at $**100** per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

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. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **average precipitation as rain equivalent for previous 5 years, as determined by National Weather Service.** 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **National Weather Service** weather monitoring station at **Brownsville, Texas.**

3) Contractor shall anticipate the number of foreseeable bad weather days per month.

4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit **[exhibit number]**—

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Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

SC-4.05 Amend Paragraph 4.05.D2 by adding the following:

Contractor shall take necessary measures to protect work and materials from inclement weather and natural disasters. Contractor shall not be entitled to an adjustment in Contract Price for any loss or damage to work and materials that is preventable.

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."

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).

6.03 *Contractor's Insurance*

See Attachment I – Insurance Requirements

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 8:00AM to 5:00PM.**
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

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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.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of **Texas** and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

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 7.18A:

"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

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.07 *Change of Contract Price*

Add a new paragraph immediately after Paragraph 11.07.C:

A. The total price of a contract may not be increased by a change order unless a provision has been made for the payment of the added cost by the appropriation of current funds or bond funds for that purpose, by the authorization of the issuance of certificates, or by a combination of those procedures. The original contract price may not be increased by more than 25%. The original price may not be decreased by more than 25% without the consent of the contractor. If a change order involves a decrease or an increase of $15,000 or less, the City Manager is authorized to approve the change order. If a change order involves a decrease or an increase of $15,000 or more, the City Council must approve the change order.

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SC-11.09 *Change Proposals*

Add the following at the end of Paragraph 11.09.A:

Contractor shall not perform any proposed change in scope of work without prior written consent of the Owner.

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 **[number]** 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 **[number]** percent from the estimated quantity of such item indicated in the Agreement; and

    b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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

No suggested Supplementary Conditions in this Article.

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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

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

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 I the contract, general and supplementary conditions.

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
AWARDING OF BIDS
Agenda Item No: 10.B.
RFQ 2025-002 Downtown Parking Garage Design-Build Services

1. **Agenda Item:**
Consider Awarding RFQ No. 2025-002, Downtown Parking Garage Design-Build Services to One or More Qualified Firms Listed and Authorize the City Manager or a Designated Appointee to Solicit Proposals from the Selected Firms. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
The City of Edinburg is seeking a Design-Build contractor to design and construct a new parking garage in downtown Edinburg. The facility will be located at 201 N. Closner Blvd, just north of the new Hidalgo County Courthouse, on an existing surface parking lot at the intersection of W. McIntyre, N. Closner, and W. Kuhn St. This project aims to enhance visitor accessibility, improve operational efficiency, establish a clear and intuitive wayfinding system, and minimize long-term maintenance costs through durable, cost-effective design elements. The anticipated completion date is October 2026.

The selected Design-Build contractor will assess the City's program requirements and deliver the most cost-effective solution within the allocated budget. Emphasis will be placed on long-term durability and ease of maintenance to maximize the City's investment.

City staff received five submissions for this RFQ, which were evaluated by a ranking committee consisting of two Assistant City Managers, the City Engineer, the Public Utilities Director, and the Project Manager (Consultant). The ranking of the qualified firms is as follows:

1. Broaddus Construction
2. Catamount Constructors
3. Econ Group, LLC
4. Gerlach Builders, LLC
5. Holchemont, Ltd.

This RFQ process represents the first step of a two-step selection process. The second step is to proceed to the Request for Proposals (RFP). The City Council may select up to five firms from the submitted RFQ list to proceed to the Request for Proposals (RFP) step.

Only the selected firm(s) will be invited to submit proposals. Once the RFP submissions are received, staff will present the results to City Council for final selection and contract negotiations.

3. **Staff's Recommendation:**
Approve Awarding RFQ No. 2025-002, Downtown Parking Garage Design-Build Services to One or More Qualified Firms Listed and Authorize the City Manager or a Designated Appointee to Solicit Proposals from the Selected Firms.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City

Engineer

Attachments:

A. Project RFQ
B. Notice to Bidders
C. Design-Build RFQ
D. Aggregate Scores Summary-Parking Garage DB
E. Broaddus Construction RFQ
F. Catamount Constructors RFQ
G. Econ Group, LLC RFQ
H. Gerlach Builders LLC dba WIL-CON RFQ
I. Holchemont, Ltd. RFQ

OPENGOV

+ Create

+1 User

OPEN

Downtown Parking Garage Design-Build Services

Request For Qualification

Engineering

90930, 91336

Project ID: 2025-002

Release Date: Wednesday, January 8, 2025

Due Date: Tuesday, January 28, 2025 3:00pm

Posted Wednesday, January 8, 2025 3:00pm

Bid Sealed

Pricing Sealed

All dates & times in Central Time

Information for Internal Use Only

Budget Amount:
$
Budget Description:

Budget Account ID:

Post Information

Posted At:
Wed, Jan 8, 2025 3:00 PM
Sealed Bid Process:
Yes (Bids Sealed / Pricing Sealed)
Private Bid:
No

1. Introduction

1.1. Summary

The City of Edinburg seeks a Design-Build contractor to design and build a new parking garage in downtown Edinburg. The parking garage will be located at 201 N. Closner Blvd, which is north of the new Hidalgo County Courthouse on an existing surface parking lot at the intersection of W. McIntyre, N. Closner, and W. Kuhn St. The City is planning the design and construction of its Parking Garage at the current downtown location. Successful completion of this project will provide the City with adequate space for its visitors, improved operational efficiency, adequate parking for visitors, a clear and simple orientation/graphic system, and reduced operational and maintenance expenses (through the incorporation of cost-effective and durable elements). The project is intended to be completed by October 2026.

The Design-Build contractor will evaluate the basic program requirements and provide the owner with the most cost-effective solution within the budget allocation of $6.2M for the cost of work. Special emphasis on maintenance and durability will be considered to provide a long-term solution for the City of Edinburg's investment.

1.2. Background

The City has been developing this project for several years and has confirmed its commitment to accomplishing this project. The project team is being challenged with designing and building a facility to meet the requirements of the City on property currently owned in the central business district of Edinburg, Texas

1.3. Contact Information

Project Contact:
Mardoqueo Hinojosa
City Engineer
415 W. University Drive
Edinburg, TX 78539
Email: mhinojosa@cityofedinburg.com
Phone: (956) 388-8211

Procurement Contact:
Criselda Lozano
Purchasing Manager
415 W. University Drive
Edinburg, TX 78541
Email: clozano@cityofedinburg.com
Phone: (956) 388-8964

Department:
Engineering

Department Head:
Mardoqueo Hinojosa
Engineering Director

1.4. Timeline

Release Project Date:
January 8, 2025

Pre-Proposal Meeting (Non-Mandatory):
January 16, 2025, 11:00am
A pre-qualifications meeting will be held in person and via zoom at 415 W. University Dr., City of Edinburg-Engineering Conference Room 2nd Floor.

https://cityofedinburg.zoom.us/j/85874819098?pwd=5QbmwDZXmqv8uz2fzyyvAlY9fu8R08.1

Meeting ID: 858 7481 9098

Passcode: 839699

Question Submission Deadline:
January 20, 2025, 5:00pm

Proposal Submission Deadline:
January 28, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Downtown Parking Garage Design-Build Services.

Sealed Proposals must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, January 28, 2025.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and respondent's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, January 28, 2025.

A mandatory pre-proposal meeting for all interested parties will be held at 11:00 am, Thursday, January 16, 2025, via virtual meeting. Meeting details will be posted on:

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

To obtain a copy of the Request for Qualifications or submit an electronic proposal please visit:

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

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked “City of Edinburg RFQ No. 2025-002 to the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The respondent’s firm name shall appear on the outside of the envelope.

Submit Hard Copy Proposals to:

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFQ No. 2025-002

If you have any questions or require additional information contained in the RFQ, you may contact Criselda Lozano, Purchasing Manager. Please be sure to submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Monday, January 20, 2025.

The City reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed the most advantageous to the City, and hold the proposal for a period of 90 days without taking action.

3. Specifications

3.1. Project Needs

The approximately 256 parking spaces parking garage will provide parking to support several entities and functions in downtown Edinburg. This total includes sixty-three surface parking spaces including handicap spaces on multiple levels. Due to its location, special consideration must be given to vehicular transportation and travel modes, pedestrian patterns, adjacent structures, limited site access, and coordination with other entities such as the City of Edinburg, Hidalgo County, and the Texas Department of Transportation (TxDOT). The long-term traffic patterns call for a one-way loop around the new courthouse. TxDOT road improvement plan will be provided to the successful best-value contractor.

The scope shall include appropriate wayfinding, signage, sufficient lighting for security, vertical access including an elevator (one future elevator shaft), security cameras, and parking technology infrastructure only to support better parking management if so, required in the future.

Please refer to the Attachments section for additional specifications for the project.

4. Vendor Questionnaire

1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

2. If you have any proprietary documents, please attach the redacted document here.

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

4. Required Forms

4.1. Please fill out and sign the Conflict of Interest Disclosure form and upload here*

Please download the below documents, complete, and upload.

CONFLICT_OF_INTEREST.pdf

*Response required

4.2. Please fill out and sign the General Questionnaire and upload here*

Please download the below documents, complete, and upload.

GENERAL_QUESTIONNAIRE.pdf

*Response required

4.3. Please fill out the Litigation Disclosure Form and upload here*

Please download the below documents, complete, and upload.

LITIGATION_DISCLOSURE_FORM.pdf

*Response required

4.4. Please fill out and sign HB 89 and upload here*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

HOUSE_BILL_89_VERIFICATION.pdf

*Response required

4.5. Please fill out and sign the Senate Bill 13 and upload here*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

SENATE_BILL_13_VERIFICATION.pdf

*Response required

4.6. Please fill out and sign the Senate Bill 19 and upload here*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

SENATE_BILL_19_VERIFICATION.pdf

*Response required

4.7. Please fill out and sign the Non-Collusion Affidavit and upload here*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

*Response required

4.8. Please fill out and sign the Conflict of Interest form and upload here*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

4.9. If awarded the 1295 form will need to be provided.*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

◯ Yes
◯ No

*Response required

4.10. Please review the attached sample contract agreement

Please download and review the attached document.

Sample_Agreement.pdf

4.11. Does your organization have any objections to the draft Design-Build Agreement language or structure between the Contractor and the City of Edinburg included in question 4.10. of this solicitation? *

◯ Yes
◯ No

*Response required

4.12. To facilitate an expedited negotiation process please provide comments related to objectionable language if the answer to the above question is Yes.*

Enter response

*Response required

5. Evaluation Criteria

1. Construction Methods and Technology

The respondent’s knowledge of current construction methods and technology.

Scoring Method:
Points Based
Weight (Points):
10 (*10% of Total*)

2. Budgets and Schedules

The demonstrated ability of the respondent to meet budgets and schedules on past projects.

Scoring Method:
Points Based
Weight (Points):
10 (*10% of Total*)

3. Qualifications and Experience of the Team

The qualifications and experience of the team members proposed to manage the City of Edinburg Parking Garage Project for respondents.

Scoring Method:
Points Based
Weight (Points):
15 (*15% of Total*)

4. Experience w/ Similar Design-Build Projects

The respondent’s demonstrated experience with similar design/build projects.

Scoring Method:
Points Based
Weight (Points):
15 (*15% of Total*)

5. References

The quality of references from past customers of respondent.

Scoring Method:
Points Based
Weight (Points):
10 (*10% of Total*)

6. Sustainable Design

The respondent’s knowledge of innovative design or construction methods including sustainable design.

Scoring Method:
Points Based
Weight (Points):
10 (*10% of Total*)

7. Capability and Financial Resources

The respondent’s capability to perform the design-build services for the City of Edinburg Parking Garage Project, including respondent’s demonstrated capability and financial resources to perform the work within the time and budget projected.

Scoring Method:
Points Based
Weight (Points):
15 (*15% of Total*)

8. Technical and Management Competence w/ Design-Build Projects

The respondent’s demonstrated technical and management competence with design/build projects.

Scoring Method:
Points Based
Weight (Points):
15 (*15% of Total*)

6. Attachments

- A - Rules for Electronic Bidding
- B - Survey_041922
- C - Metes_and_Bounds_Rev-042022
- D - MEG_Geotechnical_Report_No._01-22-29159
- E - Design Build RFQ
- F - Addendum_No._1_MEG_Geotechnical_Report_No._01-22-29159
- G - MEG Environmental Report
- H - COE_Design Criteria 2025.01.03
- I - Sample Agreement

REQUEST FOR QUALIFICATION

2025-002

DOWNTOWN PARKING GARAGE DESIGN-BUILD SERVICES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: January 8, 2025

DEADLINE FOR QUESTIONS: January 20, 2025

RESPONSE DEADLINE: January 28, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR QUALIFICATION
Downtown Parking Garage Design-Build Services

I. Introduction.....
II. Legal Notice .....
III. Specifications.....
IV. Vendor Questionnaire.....
V. Evaluation Criteria .....

Attachments:

A - Rules for Electronic Bidding

B - Survey_041922

C - Metes_and_Bounds_Rev-042022

D - MEG_Geotechnical_Report_No._01-22-29159

E - Design Build RFQ

F - Addendum_No._1_MEG_Geotechnical_Report_No._01-22-29159

G - MEG Environmental Report

H - COE_Design Criteria 2025.01.03

I - Sample Agreement

1. Introduction

1.1. Summary

The City of Edinburg seeks a Design-Build contractor to design and build a new parking garage in downtown Edinburg. The parking garage will be located at 201 N. Closner Blvd, which is north of the new Hidalgo County Courthouse on an existing surface parking lot at the intersection of W. McIntyre, N. Closner, and W. Kuhn St. The City is planning the design and construction of its Parking Garage at the current downtown location. Successful completion of this project will provide the City with adequate space for its visitors, improved operational efficiency, adequate parking for visitors, a clear and simple orientation/graphic system, and reduced operational and maintenance expenses (through the incorporation of cost-effective and durable elements). The project is intended to be completed by October 2026.

The Design-Build contractor will evaluate the basic program requirements and provide the owner with the most cost-effective solution within the budget allocation of $6.2M for the cost of work. Special emphasis on maintenance and durability will be considered to provide a long-term solution for the City of Edinburg's investment.

1.2. Background

The City has been developing this project for several years and has confirmed its commitment to accomplishing this project. The project team is being challenged with designing and building a facility to meet the requirements of the City on property currently owned in the central business district of Edinburg, Texas

1.3. Contact Information

Project Contact:
Mardoqueo Hinojosa
City Engineer
415 W. University Drive
Edinburg, TX 78539
Email: mhinojosa@cityofedinburg.com
Phone: (956) 388-8211

Procurement Contact:
Criselda Lozano
Purchasing Manager
415 W. University Drive
Edinburg, TX 78541
Email: clozano@cityofedinburg.com
Phone: (956) 388-8964

Department:
Engineering

Department Head:
Mardoqueo Hinojosa
Engineering Director

1.4. Timeline

Release Project Date	January 8, 2025
Pre-Proposal Meeting (Non-Mandatory)	January 16, 2025, 11:00am A pre-qualifications meeting will be held in person and via zoom at 415 W. University Dr., City of Edinburg-Engineering Conference Room 2nd Floor. https://cityofedinburg.zoom.us/j/85874819098?pwd=5QbmwDZXmqv8uz2fzyyvAlY9fu8R08.1 Meeting ID: 858 7481 9098 Passcode: 839699
Question Submission Deadline	January 20, 2025, 5:00pm
Proposal Submission Deadline	January 28, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Downtown Parking Garage Design-Build Services.

Sealed Proposals must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, January 28, 2025.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and respondent's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, January 28, 2025.

A mandatory pre-proposal meeting for all interested parties will be held at 11:00 am, Thursday, January 16, 2025, via virtual meeting. Meeting details will be posted on:

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

To obtain a copy of the Request for Qualifications or submit an electronic proposal please visit:

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

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFQ No. 2025-002 to the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The respondent's firm name shall appear on the outside of the envelope.

Submit Hard Copy Proposals to:

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFQ No. 2025-002

If you have any questions or require additional information contained in the RFQ, you may contact Criselda Lozano, Purchasing Manager. Please be sure to submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Monday, January 20, 2025.

The City reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed the most advantageous to the City, and hold the proposal for a period of 90 days without taking action.

3. Specifications

3.1. Project Needs

The approximately 256 parking spaces parking garage will provide parking to support several entities and functions in downtown Edinburg. This total includes sixty-three surface parking spaces including handicap spaces on multiple levels. Due to its location, special consideration must be given to vehicular transportation and travel modes, pedestrian patterns, adjacent structures, limited site access, and coordination with other entities such as the City of Edinburg, Hidalgo County, and the Texas Department of Transportation (TxDOT). The long-term traffic patterns call for a one-way loop around the new courthouse. TxDOT road improvement plan will be provided to the successful best-value contractor.

The scope shall include appropriate wayfinding, signage, sufficient lighting for security, vertical access including an elevator (one future elevator shaft), security cameras, and parking technology infrastructure only to support better parking management if so, required in the future.

Please refer to the Attachments section for additional specifications for the project.

4. Vendor Questionnaire

4.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

4.2. If you have any proprietary documents, please attach the redacted document here.

4.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

4.4. Required Forms

*4.4.1. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*4.4.2. Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*4.4.3. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*4.4.4. Please fill out and sign HB 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*4.4.5. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

*4.4.6. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

*4.4.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*4.4.8. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

*4.4.9. If awarded the 1295 form will need to be provided.**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

☐ Yes
☐ No

*Response required

4.4.10. Please review the attached sample contract agreement

Please download and review the attached document.

- Sample_Agreement.pdf

*4.4.11. Does your organization have any objections to the draft Design-Build Agreement language or structure between the Contractor and the City of Edinburg included in question 4.10. of this solicitation? **

☐ Yes
☐ No

*Response required

*4.4.12. To facilitate an expedited negotiation process please provide comments related to objectionable language if the answer to the above question is Yes.**

*Response required

5. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Construction Methods and Technology** The respondent's knowledge of current construction methods and technology.	Points Based	10 *(10% of Total)*
2.	**Budgets and Schedules** The demonstrated ability of the respondent to meet budgets and schedules on past projects.	Points Based	10 *(10% of Total)*
3.	**Qualifications and Experience of the Team** The qualifications and experience of the team members proposed to manage the City of Edinburg Parking Garage Project for respondents.	Points Based	15 *(15% of Total)*
4.	**Experience w/ Similar Design-Build Projects** The respondent's demonstrated experience with similar design/build projects.	Points Based	15 *(15% of Total)*
5.	**References** The quality of references from past customers of respondent.	Points Based	10 *(10% of Total)*
6.	**Sustainable Design** The respondent's knowledge of innovative design or construction methods including sustainable design.	Points Based	10 *(10% of Total)*
7.	**Capability and Financial Resources** The respondent's capability to perform the design-build services for the City of Edinburg Parking Garage Project, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected.	Points Based	15 *(15% of Total)*
8.	**Technical and Management Competence w/ Design-Build Projects** The respondent's demonstrated technical and management competence with design/build projects.	Points Based	15 *(15% of Total)*

REQUEST FOR QUALIFICATIONS FOR
DESIGN-BUILD SERVICES

RFQ #2025-002

RFQ RESPONSES MUST BE RECEIVED ON OR BEFORE:
January 28, 2025 at 3:00 p.m.

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SECTION 1

INTRODUCTION

1.1 Description of City of Edinburg

The City of Edinburg is a political subdivision of the State of Texas. Governed by a City Council, elected by popular vote, the City is empowered to manage, enhance and protect the City of Edinburg.

The City requests statements of interest and qualifications (RFQ) from qualified firms to serve as a Design-Build firm for the design and construction of the Edinburg Downtown Parking Garage located 201 N. Closner Blvd, Edinburg, TX 78541.

1.2 Objective

The City is planning the design and construction of its Parking Garage at the current downtown location. Successful completion of this project will provide the City with adequate space for its visitors, improved operational efficiency, adequate parking for visitors, a clear and simple orientation/graphic system, and reduced operational and maintenance expenses (through the incorporation of cost-effective and durable elements). The project is intended to be completed by October 2026.

1.3 Background

The City has been developing this project for several years and has confirmed its commitment to accomplishing this project. The project team is being challenged with designing and building a facility to meet the requirements of the City on property currently owned in the central business district of Edinburg, Texas

1.4 Definitions and Special Concerns

As used in this RFQ, the terms below have the meanings set forth:

A. "Contract" means the contract between the City of Edinburg and the Contractor for the design and construction of the Edinburg Downtown Parking Garage..

B. "Contractor" means the design-build partnership, corporation, or other legal entity or team which the City contracts for the design and construction of the Edinburg Downtown Parking Garage, and which includes an engineer or architect registered to practice in the State of Texas and a builder qualified to engage in building construction in Texas.

C. “Design Criteria Package” means a set of documents that provides information to Respondents to permit a design-build firm to prepare a response to an institution’s request for proposals. The design criteria package specifies criteria the City considers necessary to describe the project and may include, as the City considers appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special

equipment requirements if any, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirement, as the City may determine is applicable.

D. "Design-Build Firm" means a partnership, corporation, or other legal entity or team that includes an engineer or architect and builder qualified to engage in building construction in Texas.

E. "Design-Build Statute" means the Texas Local Government Code Section 2269 Subchapter G, as amended.

F. “Project” means the Edinburg Downtown Parking Garage.

The design/build method for accomplishing the design and construction of the Project is governed by the Design/Build Statute. The City has entered into an agreement with Brownstone Consultants (the “Owner Representative” and the “Project Manager”) to provide Owner’s Representation services to the City of Edinburg for the Project, in accordance with the Design/Build Statute as referenced herein.

The characteristics of this project will require a high degree of cooperation and coordination between the City, the Design-Build Firm, and the Owner’s Representative.

SECTION 2

NOTICE TO RESPONDENTS

2.1 General

The City is accepting Request for Qualifications (RFQ) from firms interested in performing design/build services related to the Project, pursuant to the Design/Build Statute, and in accordance with the terms, conditions and requirements set forth in this RFQ. This RFQ is intended to provide sufficient information for interested parties to prepare and submit RFQs for consideration by the City.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 Submittal Location/Deadline

Location: All submittals are recommended to be electronic and uploaded directly to the City of Edinburg's official procurement portal, Opengov.com. Hard copies could also be submitted to:

Edinburg City Hall
ATTN: City Secretary's Office
415 W. University Dr.
Edinburg, TX 78539

Deadline: Actual delivery and receipt by 3:00 p.m. Central Time on January 28, 2025 via City of Edinburg Opengov portal.

2.3 Contacts

Any questions or concerns regarding this Request for Qualifications shall be directed to:

Project Contact:
Mardoqueo Hinojosa, P.E., CFM
City Engineer
415 W. University Drive
Edinburg, TX 78539
Email: mhinojosa@cityofedinburg.com
Phone: (956) 388-8211

Procurement Contact:
Criselda Lozano
Purchasing Manager
415 W. University Drive

Edinburg, TX 78541
Email: clozano@cityofedinburg.com
Phone: (956) 388-8964

THE CITY SPECIFICALLY REQUESTS THAT RESPONDENTS RESTRICT ALL CONTACT AND QUESTIONS REGARDING THIS RFQ TO THE ABOVE NAMED INDIVIDUAL. RESPONDENTS ARE PROHIBITED FROM DIRECTLY OR INDIRECTLY COMMUNICATING WITH AUTHORITY STAFF, OWNER'S DESIGNATED REPRESENTATIVE, AND BOARD MEMBERS REGARDING THEIR QUALIFICATIONS OR THE AWARD OF A CONTRACT, UNLESS IN RESPONSE TO AN INQUIRY FROM A STAFF OR CITY COUNCIL MEMBER. ANY VIOLATION WILL RESULT IN IMMEDIATE DISQUALIFICATION OF THE RESPONDENT FROM THE SELECTION PROCESS.

2.4 Inquiries and Interpretations

Inquiries regarding this RFQ must be in written form only, and must be received by 5:00 p.m. Central Time on January 20, 2025. Inquiries may be sent via City of Edinburg Opengov portal. All inquiries must include contact person, address, phone number and email.. Responses to questions will be posted online.

Responses to inquiries which materially interpret or change this RFQ will be issued by addendum. All addenda issued by the City prior to the RFQ submission deadline shall be considered part of the RFQ, and respondents are required to consider and acknowledge receipt of each addendum in their RFQs.

Only those responses to inquiries which are included in formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The respondent must acknowledge all addenda on the Execution of Offer form submitted with the RFQ.

2.5 Local Participation

In accordance with City goals, the City of Edinburg strongly encourages local businesses to submit Statements of Qualifications. The Authority also encourages applicants, in those instances when joint venturing and/or subcontracting is appropriate, to form joint ventures and/or provide subcontract opportunities to local firms.

2.6 Contract Award Process

The City anticipates awarding the Contract to a respondent for the Project following a two-phase procedure. Phase One of the selection process is based on the qualifications of the respondents. The City will evaluate the qualifications of the respondents based on the qualifications criteria set forth below. ***Cost or price-related factors will not be used and should not be submitted by respondents in Phase One***. Each respondent must certify to the City that each engineer or architect who is a member of the respondent's team was selected based on demonstrated competence and qualifications as set forth in the Design-Build Statute as prescribed in the Texas Local Government Code §2269(G). As a result of Phase One of the selection process, the City will qualify a maximum of five potential respondents to submit proposals in response to a Request for Proposals (RFP) in Phase Two of the process.

Phase Two of the selection process will involve the City's issuance of the RFP and the submission of competitive sealed proposals by selected respondents as set forth in the Design-Build Statute at Texas Local Government Code §2269(G). Pre-qualified respondents will be asked to submit proposals, including costing methodolgy proposals, by a date determined by the Authority in response to the RFP. Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will be afforded security sufficient to preclude disclosure of their contents prior to award. Within 45 days after the date of opening the proposals, the City will evaluate and rank the proposals using the selection criteria contained in the RFP. After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or the City may discuss with the selected respondent offers for cost reduction and other elements of the respondent's proposal. If the City determines that it is unable to reach a contract satisfactory to the City with the selected respondent, then the City will terminate discussions with that respondent and proceed to the next respondent in order of selection ranking, and continue in this process until a contract is reached or the City has rejected all proposals. The City will not disclose information from one respondent's proposal to another respondent in conducting such discussions. The City reserves the right to award a contract for all or any portion of the Project; or reject any and all proposals if deemed to be in the best interests of the City. The City also reserves the right to re-solicit for proposals if deemed to be in the best interests of the City, and to temporarily or permanently abandon the procurement. If the City awards a contract, it will award the contract to the respondent whose proposal is the most advantageous to the City and offers the best value, considering price and the evaluation factors set forth in the RFP and in compliance with the Design-Build Statute.

Award

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.
The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews.

Final Selection and The City Council Approval

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City will evaluate proposals received from pre-qualified respondents based on the selection criteria contained in the RFP and any subsequent addendums issued by the City to this RFQ. The City may discuss or negotiate all elements of the proposal with respondents in ranking order as described above. After the submission of proposals, and as part of such discussions or negotiations, the City may permit a respondent to revise its proposal in order to obtain the respondent's best and final offer.

2.7 Type of Contract

Upon award by the City of a design-build contract, the successful respondent will be required to enter into a contract in a form promulgated by the City, a copy of which will be made available with issuance of the RFP. The compensation structure will be based upon negotiations between the City and the successful design-build firm. The City reserves the right to include the respondent's RFQ or any part or parts of the selected proposal in the final contract.

2.8 Criteria for Qualification

The respondent selected for prequalification will be the respondent whose qualifications, as presented in the respondent's RFQ, are the most advantageous to the City.

A City Staff and Project Manager Committee will be participating as evaluators in all phases of this solicitation. In general, the criteria for evaluation of qualifications, and selection of the qualified respondent(s), will be based on the factors summarized below.

1.	The respondent's capability to perform the design-build services for the City of Edinburg Parking Garage , including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected.	15 Points
2.	The qualifications and experience of the team members proposed to manage the City of Edinburg Parking Garage for respondent.	15 Points
3.	The respondent's demonstrated technical and management competence with design/build projects.	15 Points
4.	The respondent's demonstrated experience with similar design/build projects.	15 Points
5.	The respondent's knowledge of current construction methods and technology.	10 Points

6.	The respondent's knowledge of innovative design or construction methods including knowledge of Sustainable Concepts.	10 Points
7.	The quality of references from past customers of respondent.	10 Points
8.	The demonstrated ability of the respondent to meet budgets and schedules on past projects.	10 Points
	Total	100 Points

2.9 Respondent's Acceptance of Evaluation Method

Submission of an RFQ indicates respondent's acceptance of the evaluation technique and respondent's recognition that some subjective judgments must be made by the City's evaluation team.

2.10 Acknowledgements

Each respondent, in submitting an RFQ, understands and agrees that this RFQ is predicated on the City's anticipated requirements for the Project, and that the City has made no representation, written or oral, that any such requirements be furnished under a contract arising in connection with this RFQ. Furthermore, each respondent, in submitting an RFQ, understands and agrees that all costs incurred by the respondent in connection with the two-phase selection process hereunder shall be at the sole risk and responsibility of the respondent.

2.11 Key Events Schedule:

Issue Request for Qualifications	January 8, 2025
RFQ Pre-submittal Conference	January 16, 2025 @ 11:00 am
Deadline to Receive Questions	January 20, 2025 @ 5:00 pm
Receive Statements of Qualification	January 28, 2025 @ 3:00 pm
Short List of Offerors Identified	February 7, 2025
Receive Proposals	March 4, 2025 @ 3:00 pm
Begin Negotiations w/#1 Ranked Firm	TBD

2.12 Eligible Respondents

Only individual firms or lawfully formed formal business organizations may submit an RFQ, unless the respondent expressly states in writing in the RFQ that, if awarded a contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Project.

Any informal associations will be disqualified. This does not preclude a respondent from engaging consultants by contract. The City will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

SECTION 3

SUBMITTAL REQUIREMENTS

3.1 General Instructions

A. Respondents should carefully read the information contained herein and in the Design-Build Statute, and submit a complete response to all requirements and questions as directed.

B. RFQs and any other information submitted by respondents in response to this RFQ shall become the property of the City.

C. The City will not reimburse respondents for any expenses incurred for RFQ preparation or for any demonstrations that may be made, unless otherwise expressly stated in this RFQ or required by law. Respondents shall submit RFQs at their own risk and expense.

D. RFQs which are qualified with conditional clauses, or alterations, or items not called for in the RFQ, or irregularities of any kind are subject to disqualification by the City, at its sole option.

E. Each RFQ should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ and the potential RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.

F. The City makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFP, and reserves the right to accept or reject any or all RFQs, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or subsequent RFP when deemed to be in the City's best interest. Representations made within an RFQ and any subsequent proposal will be binding on the respondent firms. The City will not be bound to act by any previous communication or information submitted by a respondent.

G. Respondents wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section 6). The returned form should indicate the respondent's name and include the words "No-Response" in the right-hand column.

H. Failure to comply with the requirements contained in this RFQ may result in the rejection of a respondent's RFQ.

3.2 Preparation and Submittal Instructions

A. Each respondent must complete, sign and return the attached Section 5, Execution of Offer, as part of its RFQ. The Execution of Offer must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the RFQ. Failure to sign and return this form will subject a respondent's RFQ to disqualification.

B. Each respondent must include answers to required questions in the attached Section 6, Respondent Questionnaire. It is not necessary for a respondent to repeat the questions in the RFQ; however, it is essential that the respondent reference the question number to each corresponding answer. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain the reason for each N/R response.

C. Page Size, Binding and Dividers

Each RFQ must be typed on letter-size (8-1/2" x 11") paper. The City requests that each RFQ be submitted electronically via City of Edinburg Opengov Portal. Sections should be divided for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. RFQs must be limited to 100 pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the RFQ specified in the advertisement. Any RFQ exceeding the 100-page limit will be disqualified.

D. Table of Contents

Include with the RFQ a Table of Contents that, minimally, includes tab number references noted in the following table. Additional detail, including page numbers of sub-sections, is encouraged. The first 8 tabs of the Table of Contents should correspond to the Criteria for Qualification stated in paragraph 2.7 and further detailed in Section 6. Tab 9 should contain a completed and executed copy of the Execution of Offer Letter as well as certifications from the firm's insurance and bonding agents.

Tab 1	The respondent's capability to perform the design-build services for the Project, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected.
Tab 2	The qualifications and experience of the team members proposed to manage the Project for respondent.
Tab 3	The respondent's demonstrated technical and management competence with design/build projects.
Tab 4	The respondents demonstrated experience on similar design/build projects
Tab 5	The respondent's knowledge of current construction methods and technology.
Tab 6	The respondent's knowledge of innovative design or construction methods including Sustainable Concepts.
Tab 7	The quality of references from past customers of respondent.
Tab 8	The demonstrated ability of the respondent to meet budgets and schedules on past projects.

Tab 9	Execution of Offer Letter and Agent Certification A. Signed and Completed Execution of Offer (ref. Section 5) B. Certifications 1. Bonding Agent Letter (ref. paragraphs 3.3) 2. Insurance Agent Letter (ref. paragraphs 3.3)

E. Pagination

All pages of the RFQ should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) or by section (1-1, 1-2, etc.). Attachments should be numbered or referenced separately.

F. Number of Copies

1) Electronic copy via City of Edinburg Opengov portal, preferred. If in person submittal, one original and 1 USB.

G. Submission

1) Properly submitted RFQs shall be opened publicly and the names of the Respondents shall be read aloud.
2) Properly submitted RFQs will not be returned to Respondents.
3) Late RFQs will not be considered under any circumstances.
4) Telephone, facsimile, or e-mail submission of RFQs is not acceptable in response to the RFQ.

Reference Section 2.2 for submission location and deadline.

3.3 Bonds and Insurance Instructions

Attach a letter of intent from a surety company indicating the respondent's bond ability for the Project.

Attach a letter of intent from an insurance company indicating the insurability of the respondent for the Project.

The surety and insurance companies shall each acknowledge that the Design-Build Firm may be covered for all construction phases of the Project, with a potential maximum construction cost of $6,200,000. Target GMP will be $5,500,000 - $6,200,000.

3.4 Bonds and Insurance Requirements

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is

defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

1) Worker's Compensation Statutory Coverage

2) Comprehensive General Liability

3) (City named as additional insured)

4) Bodily Injury $250,000 each person/$500,000 each occurrence

5) Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

6) The following insurance requirements will be included in all **City contracts of $15,000 or more**.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

1) $100,000 each accident

2) Bodily Injury by Disease:

3) $100,000 each employee/$500,000 policy limit

Comprehensive General Liability

1) Bodily Injury $250,000 each person/$500,000 each occurrence

2) Property Damage $100,000 each occurrence/$100,000 aggregate

3) or $500,000 combined single limits

Comprehensive Auto Liability

1) Bodily Injury $100,000 each person/$500,000 each occurrence

2) Property Damage $100,000 each occurrence/$100,000 aggregate

3) or $500,000 combined single limits

City's Protective Liability

1) Bodily Injury $250,000 each person/$500,000 each occurrence

2) Property Damage $100,000 each occurrence/$100,000 aggregate

3) or $500,000 combined single limits

Professional

1) $1,000,000 per claim and in the aggregate

Policies must name the City of Edinburg as an Additional Insured.

1) 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.

BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

1. If the contract amount is over twenty-five-thousand dollars ($25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.
2. A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
3. A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
4. A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.
5. Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the dated fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

B. The Contractor must meet the following requirements:

Each policy of insurance shall be issued by one or more insurance companies each of which must have an A.M. Best Company financial and performance rating of A-IX or better and be qualified and authorized by the laws of the State of Texas to assume the risk covered by such policy.

C. Contractor shall deliver to the City:

1. Certificates evidencing the existence of all required insurance promptly after the execution and delivery of the Contract; and

2. The Contractor must deliver replacement certificates at least thirty (30) days prior to the expiration of any required insurance. If the Contractor fails to pay any of the premiums for the insurance, the City shall have the right to make the payments and set off the amount thereof against payments owed to the Contractor; and

3. The insurance certificates must name the City as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and must provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the City, giving the City the right to pay the Premium to maintain coverage.

4. The insurance certificates must contain a Waiver of Subrogation in favor of the City and an additional insured endorsement for General Liability.

5. The required insurance policies required in this RFQ shall be kept in full force and effect for the periods specified below:

(a) Commercial General Liability Insurance, Auto Liability, Builder's Risk, and Owner's and Contractor's Protective shall be kept in force until receipt of final payment by the Contractor;

(b) Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed, and accepted by the City in writing.

6. The Contractor shall provide the City a full and complete copy of any insurance policy promptly upon request by the City, and without charge to the City.

7. Replacement certificates shall be provided not less than thirty (30) days prior to the expiration of any such insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, the City shall have the right to make such payments and set off the amount thereof against the next payment coming due to Contractor under any purchase order or agreement.

D. Bonding

The Contractor shall meet the following requirements, if a contract is awarded:

1. The Contractor shall provide a surety letter evidence satisfactory to the City of bonding capacity in the total estimated maximum amount of the design-build contract in its RFQ.

2. The Contractor shall deliver payment and performance bonds to the City prior to start of construction and assurance of Notice to Proceed. The bonds will be in accordance with the provisions of Chapter 2253, Texas Government Code. The

bonds shall be in the amount of the construction services portion of the contract only and shall not include amounts solely attributable to design services. The bonds shall be executed by surety or sureties authorized to do business in the State of Texas and acceptable to the City of Edinburg. The surety or sureties must have a rating of B+ or higher as registered with the A.M. Best Company Bond Rating Service. If any bond is for more than 10 percent of the surety's capital and surplus, the City may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the City of Edinburg.

3. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the surety's embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond. Each bond with a penal sum in excess of $100,000 shall be executed by a the surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

4. Security Bond: The Contractor will be required upon execution of the contract to execute a Security Bond in the amount of 5% of the Construction Cost Limitation. Any further specific requirements will be outlined in the Design Build Contract Agreement.

3.5 Pricing

Request for Qualification (RFQ) responses shall not include proposals for fees, pricing, or other compensation. Such information will be solicited from firms qualified by the City in the subsequent RFP.

SECTION 4

SPECIFICATIONS FOR THE RFQ

4.1 General

The City requests RFQs from qualified and experienced design-build firms for this main building construction and renovation project (Project) meeting the following minimum specifications stated in this Section, and is made pursuant to the Design-Build Statute.

4.2 Budget Specifications/Scope of Work

The City's Design Build Budget Limitation ("DBBL") Total for the Edinburg Downtown Parking Garage Project will not exceed $6,200,000.

4.3 Delivery

City of Edinburg's milestone events for the Project established to date include:

Begin Construction	September 17, 2025
Substantial Completion	September 16, 2026
Final Completion	October 15, 2026
Occupancy	TBD
Grand Opening	TBD

Note: Project Delivery Execution will be submitted by Design-Build Team as part of RFP response.

4.4 Scope of Work

This document does not address all design and construction phase deliverables required for this project. Included in the scope of work requirements are the following phases:

A. Rough layout/conceptual master plan
B. Schematic Design including presentations to the City
C. Design Developmental including presentations to the City
D. Construction Documents including presentations to the City
E. Bidding/Negotiation/Award of Sub Contracts
F. Construction Administration
G. Project Closeout/Commissioning
H. Warranty Review

4.5 Design Deliverables

Specific design deliverables will be developed and negotiated during the RFP/Contract negotiation phases. The Design-Build Firm will be participating in all preconstruction and construction activities related to value engineering; constructability reviews, Project Definition Rating Index (PDRI) sessions, City Staff and Project Manager presentations, and City of Edinburg City Council presentations and shall be prepared to accommodate resulting design modifications accordingly.

The following documents will be among those available during the RFP solicitation and contract negotiation phases:

A. Program
B. Site Layout
C. Legal Plat

4.6 Construction Deliverables

Specific construction deliverables will be developed and negotiated during the RFP and Contract negotiation phases. The Contractor will have the primary responsibility for design and construction

A. Maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract;

B. Assign to the City a designated single point of contact representative who will be responsible for the coordination and administration of the City's main requirements;

C. The Contractor will provide a centrally located field office including accommodations within its facilities for the City representatives, consultants and consultant's staff;

D. Following the City's selection of a Contractor, the Contractor's engineers or architects shall complete the design, submitting all design elements for review and determination of scope compliance by the City's reviewing and approving authority before commencing construction;

E. An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of the Texas Engineering Practice Act (Article 3271a, Vernon's Texas Civil Statutes, as amended). An architect shall have responsibility for compliance with the requirements of the Texas Architectural Practice Act (Article 249a, Vernon's Texas Civil Statutes, as amended)

F. Attend meetings with City representatives, Owner's Representative, and the Architect as required throughout the project;

G. Provide preliminary evaluation of the City's design criteria and the budget parameters;

H. Provide information and recommendations on site usage and site improvements; building systems, equipment, and construction feasibility; selection and availability of materials and labor; and time requirements for installation and construction; including but not limited to the City's Special Systems if applicable.

I. Implement and maintain a constructability program to identify and document project cost and schedule savings opportunities;

J. Implement and maintain a critical path method schedule ("CPM Schedule"), which coordinates and integrates activities, including the construction services, the Architect's design services and the work of other consultants, subcontractors and suppliers; This would include Authorities Having Jusrisdicaton including street right of way access.

K. Provide ongoing cost estimating services throughout the duration of the project;

L. Review all drawings, specifications and other construction documents as they are developed by the Architect;

M. Consult with representatives of the City, Owner's Representative, and Architect on the selection of materials, equipment, component systems and types of construction used on the project;

N. Provide construction management, administration, quality control, safety and supervision during construction of the project;

O. The Contractor shall supply a signed and sealed set of as-built construction documents in both printed and electronic form to the City at the conclusion of construction.

4.7 Basis of Compensation

The Contractor selected will be required to provide a Guaranteed Maximum Price ("GMP") proposal as a part of its scope of services based on factors to be determined at the end of the development phase or at mutually agreeable phase of completion. Specifically included in this design/build GMP will be the following:

A. Professional fees / reimbursable expenses: including architects, engineers, specialty consultants, and subcontractors for design development and construction;

B. Pre-design investigations: including preliminary evaluation of the concept plan and feasibility study, constructability review and preliminary estimate, and value engineering of concept plans, etc.;

C. All required permitting from federal, state, Owner and local governing jurisdictions (Owner's permit fees and inspection fees are waived (reinspections must be paid));

D. Site development: including water quality and water detention, grading, drainage, irrigation, retaining structures, parking, driveways, and landscaping;

E. General conditions, overhead expenses and profit;

F. Construction sub-trade packages;

G. Utility services: including water, waste water, electrical, gas, telephone, data, and special systems connections such as fire alarms and security. Depending upon the development of the plan, the contractor may also be responsible for off-site water and waste water line

extensions and road improvements.

H. Construction inspection, quality control and quality assurance;

I. Design and construction contingencies / allowances;

J. Complete field “as-built” documentation and final electronic “record” drawings; and

K. Start-up, commissioning, testing, and staff training in the use of all systems.

4.8 Additional Services

The following professional services may be required to complete this project. Specific scope and responsible parties will be negotiated in future phases of this solicitation.

A. Preparation of Site Development Documents
B. Site Development Permit Application
C. Interior Design Consultant
D. Acoustic Consultant
E. Traffic/Transportation/Parking Consultant
F. Environmental/Weatherproofing/Roof Consultant
G. IT Consultant
H. AV Consultant
I. Security Consultant
J. Signage/Graphics Consultant
K. Food Service Consultant
L. TAS Consultant
M. Energy Modeling/Life Cycle Cost Analysis Consultants
N. Building Information Modeling Consultants
O. Furniture & Equipment Planning Consultants
P. Permit Expediter

SECTION 5
EXECUTION OF OFFER
CITY OF EDINBURG, TEXAS

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S RFQ. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR RFQ.

1. By signature hereon, the respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein, and as set forth in the Design-Build Statute.

2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or City representative in connection with the submitted RFQ. Failure to sign hereon, or signing with a false statement, shall void the submitted RFQ or any resulting contracts, and the respondent shall be removed from all vendor lists of the City.

3. By signature hereon, respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the City's option, may result in cancellation of any resulting contract or purchase order.

4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the RFQ directly or indirectly to any competitor or any other person engaged in such line of business.

5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this RFQ.

7. By signature hereon, the respondent certifies as follows:

   "Under Section 231.006, Texas Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

   "Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and

acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

"Under Section 2254.004, Texas Government Code, the respondent certifies that each individual or business entity which is an engineer or architect proposed by respondent as a member of its team was selected based on demonstrated competence and qualifications only."

8. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the City, or the respondent has not been an employee of the City within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the City entering into any contract with the respondent.

9. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 3.102, Article 601b, V.T.C.S.)

10. The respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.

11. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Complete the following:

FEI No:_____

If Sole Owner:
SS No: _____

If a Corporation:
State of Incorporation: _____

Charter No: _____

Submitted By:

(Company Name)

_____
(Authorized Signature)

_____
(Printed Name)

(Printed Title)

_____
(Date)

_____
(Street Address)

_____
(Owner, State, Zip Code)

_____
(Telephone Number)

SECTION 6

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses should state the criterion at the beginning of the first page of each tabbed Section followed by a brief and concise response. Please reference each response by its criterion number indicated below.

1.0 ***CRITERION: The respondent's capability to perform the design-build services for the City of Edinburg Downtown Parking Garage, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected:***

1.1 Legal name of the company: _____

Address of office that would be providing service:

_____

_____

Number of years in Business: _____

Type of Operation:
Individual: _____ Partnership: _____ Corporation: _____ Government: _____

Number of Employees: _____

Annual Construction Volume: _____

1.2 Provide a copy of your company's financial statements for the past three (3) years. This information may be provided as confidential for City's exclusive use only.

1.3 Provide a financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.

1.4 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

1.5 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the City.

1.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

1.7 Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any City employee or member of the City Council? If yes, please explain.

1.8 What difficulties do you anticipate in serving the City and how do you plan to manage these? What assistance will you require from the City?

1.9 Provide details regarding any special services or product characteristics, other benefits offered, or advantages to the City in selecting your company.

1.10 A statement certifying that the respondent is not in arrears in payment of any obligations to the City or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

2.0 ***CRITERION: The qualifications and experience of the team members proposed to manage the Edinburg Downtown Parking Garage for the City:***

2.1 Describe organization with clear lines of authority and communications.

2.2 Provide an organization chart depicting roles and responsibilities.

2.3 Name all key personnel who will be part of the design-build team for the Project and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company. Describe in detail the experience and expertise of each team member. **(Note: Key personnel must be committed to the Project for its duration unless excused by the City.)**

2.4 Applicant's Consultants: Name any consultants which are included as part of the proposed team. Describe each consultant's proposed role in the Project and their related experience. List projects on which your firm has previously worked with the consultant.

2.5 The City does not require a respondent to have or establish an office in Edinburg. However, the City expects the successful respondent and all members of the project team, to make a significant commitment to servicing the Project, regardless of their geographic proximity. Describe specifically the procedures the prime respondent and each of the other listed team members will employ to ensure that Project and the City are thoroughly supported from the earliest planning stages through the completion of the warranty period. Identify which core project team members will work full time on the project site during specific project phases. Include examples of how these procedures have been successfully employed on previous similar projects.

3.0 ***CRITERION: The respondent's demonstrated technical and management competence with design-build projects.***

3.1 Describe your firm's demonstrated technical competence and management qualifications for design-build projects.

3.2 Provide your communication plan and demonstrate how you will interface with the City, Owner's Representative, Architect and Consultants to enhance the planning, design and construction processes of the Project.

3.3 Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects. Provide examples of records, reports, monitoring systems and information management systems you have used on similar projects and that you propose to use on this Project.

3.4 Identify your personnel responsible for reviewing design and construction documents. Describe what methods you employ for coordination and distribution of design and construction documents during the design and construction phases to ensure quality control and to mitigate change orders.

3.5 Describe how your project team will engage the City within the project communication methods to obtain buy-in and approval at the appropriate phases.

4.0 CRITERION: The respondent's demonstrated experience with similar design/build projects.

4.1 List a maximum of five (5) projects for which your firm has provided or is providing design build services which are most related to the City of Edinburg Parking Garage.

4.2 For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s), and the name(s) and telephone number(s) of the project architect(s) and engineer(s).

4.3 Identify the proposed team members who worked on these projects and briefly describe their role and responsibilities.

5.0 ***CRITERION: The respondent's knowledge of current design or construction methods and technology: (Note: Do not limit your responses to these five specific questions. Provide information on your operational procedures that are beneficial and applicable to this project.)***

5.1 Demonstrate the specific methods and techniques you intend to utilize to plan and schedule on-time delivery of this project; achieving the City's goals on time and on budget.

5.2 Demonstrate your approach for developing bid packages and the Guaranteed Maximum Price (GMP) proposals and describe specific advantages for the City.

5.3 Demonstrate your cost control system used on similar projects in the past, and describe your system and processes that will ensure that the executed GMP Proposals will be within the City's budget established for this Project.

5.4 Describe your company's quality assurance program. What are your company's protocols and procedures, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For a minimum of one of the projects listed in response to this Section 6, provide specific examples of how these techniques were used.

5.5 Describe your approach to value engineering and the services you offer to reduce the overall construction cost in order to meet the City's budget goals.

6.0 ***CRITERION: Innovative Methods or Technology including Sustainable Concepts:***

6.1 Demonstrate innovative design or construction methods developed by your team that will be advantageous in the execution of this project.

6.2 Identify if any members of your team are involved in any research or education initiatives that provides resources beneficial to this project.

7.0 ***CRITERION: The quality of references from past customers of respondent:***

7.1 Provide a customer reference list of no less than three (3) organizations with which respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past five (5) years. The reference list shall include company name, contact person, and telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).

8.0 ***CRITERION: The demonstrated ability of the respondent to meet budgets and schedules on past projects:***

8.1 Describe your plan for meeting or improving the City's proposed schedule for design and/or construction. If you propose to improve the schedule, describe your system for maintaining quality of services, materials or workmanship, and demonstrate its successful application on similar projects in the past.

8.2 Describe the way in which your firm develops and maintains project schedules. How and when do you update schedules?

8.3 Describe your company's cost control philosophy, how is it carried out, and how success in keeping this philosophy is measured. Describe the extent of your cost estimating services in terms of the development of the estimates, updating/validation throughout the preconstruction and construction phases and your overall accountability related to controlling project cost. Include specific examples of scheduling challenges, and how your firm helped solve them.

THE CITY OF Edinburg

RFQ 2025-02 Dowtown Parking Garage Design-Build Services
Opening Date: January 28, 2025 at 3:00 p.m.

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score
Broaddus Construction	83	92	92	98	91	**91**
Catamount Constructors	90	75	95	96	85	**88**
Econ Group, LLC	78	89	81	80	86	**83**
Gerlach Builders LLC dba WIL-CON	82	80	84	74	90	**82**
Holchemont, Ltd.	76	63	81	59	82	**72**

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[BROADDUS CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFQ No. 2025-002

Downtown Parking Garage Design-Build Services

RESPONSE DEADLINE: January 28, 2025 at 3:00 pm

Report Generated: Tuesday, January 28, 2025

Broaddus Construction Response

CONTACT INFORMATION

Company:
Broaddus Construction

Email:
jgonzalez@broaddususa.com

Contact:
Joseph Gonzalez

Address:
204 E. Cano St., Suite 2.109
Edinburg, TX 78539

Phone:
N/A

Website:
N/A

Submission Date:
Jan 28, 2025 2:42 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Pass

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

City_of_Edinburg_SOQ_BC.pdf
Broaddus_Companies_Financial_Statements_2020.pdf
Broaddus_Companies_Financial_Statements_2021.pdf
Broaddus_Companies_Financial_Statements_2022.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Broaddus_Construction_Sample_COI_2024-25.pdf
City_of_Edinburg_Insurance_BC.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

City_of_Edinburg_COI_BC.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

City_of_Edinburg_Questionnaire_BC.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

City_of_Edinburg_Litigation_BC.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

City_of_Edinburg_HB89_BC.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

City_of_Edinburg_SB13_BC.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

City_of_Edinburg_SB19_BC.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

City_of_Edinburg_Non-Collusion_BC.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

City_of_Edinburg_CIQ_BC_(1).pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE REVIEW THE ATTACHED SAMPLE CONTRACT AGREEMENT
Please download and review the attached document.

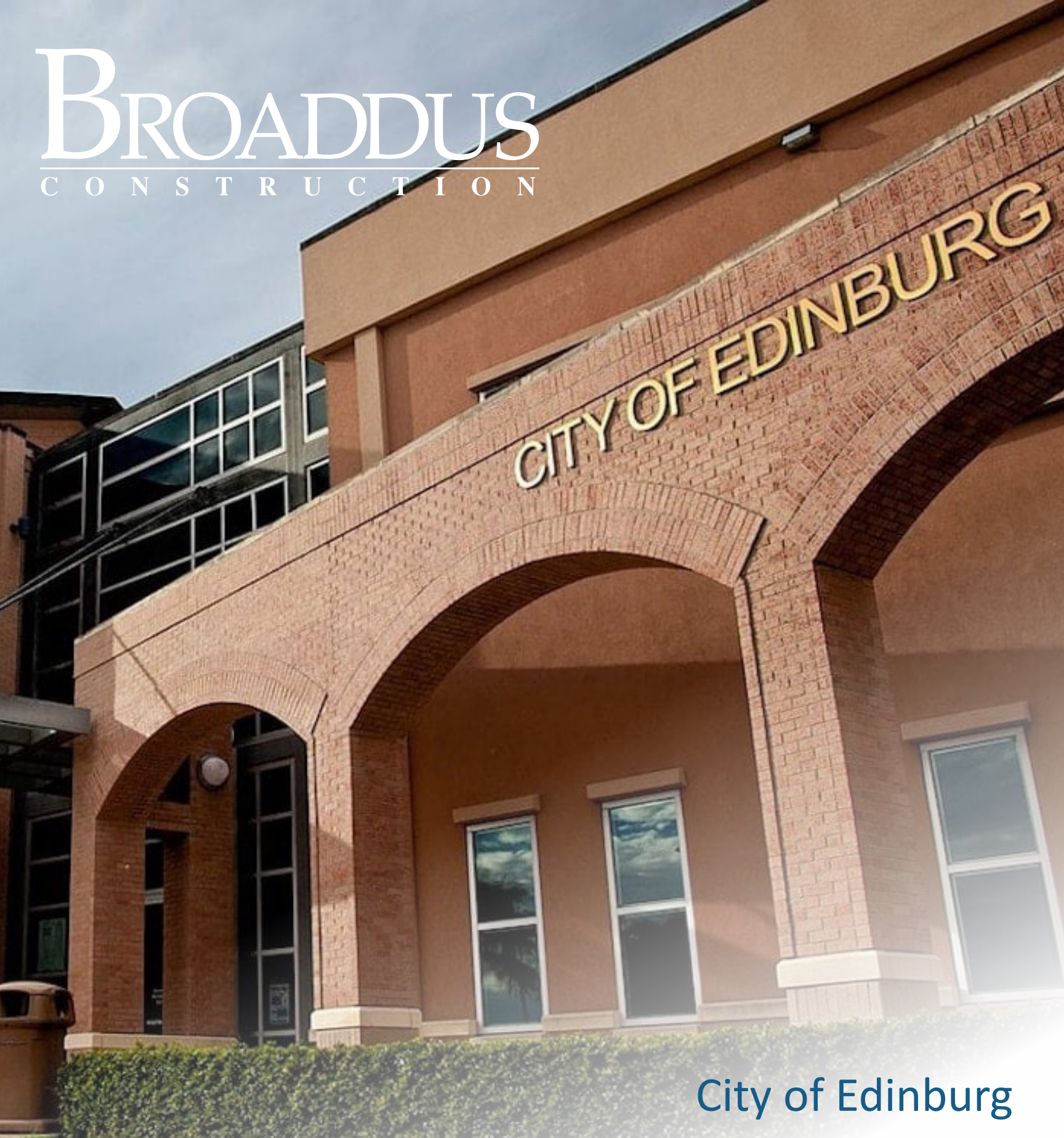
- Sample_Agreement.pdf

Sample_Agreement_(1).pdf

DOES YOUR ORGANIZATION HAVE ANY OBJECTIONS TO THE DRAFT DESIGN-BUILD AGREEMENT LANGUAGE OR STRUCTURE BETWEEN THE CONTRACTOR AND THE CITY OF EDINBURG INCLUDED IN QUESTION 4.10. OF THIS SOLICITATION? *
No

TO FACILITATE AN EXPEDITED NEGOTIATION PROCESS PLEASE PROVIDE COMMENTS RELATED TO OBJECTIONABLE LANGUAGE IF THE ANSWER TO THE ABOVE QUESTION IS YES.*
None

BROADDUS
CONSTRUCTION



City of Edinburg

Design-Build Services

RFQ No.: 2025-002

January 28, 2025

January 28, 2025

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

Re: Parking Garage Design-Build Services | RFQ #2025-002

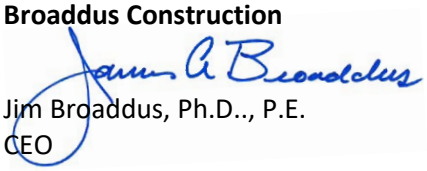
Members of the Selection Committee,

Thank you for this opportunity to present the qualifications of our team for this initiative. Having followed the development of this project for more than a year, we applaud the decision by the City of Edinburg to transition this procurement into a traditional Design-Build (D-B) project delivery. As a firm that encompasses owner-focused planning, project management, and at-risk construction services, our team has an extensive background with D-B delivery's initial use and implementation on public sector projects in Texas. While at The University of Texas System, I was deeply involved in legislation that allowed alternatives to the "low bid" award of construction projects required at the time. Beginning in 1997, public owners were allowed to use CSP, CMAR, and D-B delivery methods, which are now commonplace in contracting in our state. While CSP and CMAR may be more commonly utilized, D-B outperforms all other delivery methods in terms of cost-effectiveness, schedule, attainment, and reduction in change orders as verified by industry research. When D-B's use began to grow nationwide, I became the first full-time CEO of the Design-Build Institute of America. In that position, I learned what it took to effectively implement D-B on projects and leveraged that understanding to develop the best practices we use today on our projects.

As the owner, the City of Edinburg will have one contract to manage with the ability to select and work with the best team of designers and builders through all the project's phases. The city will have the benefit of observing and participating in the design as it develops, with complete estimating and budgeting provided by the team's construction experts. As the Design Builder, we will be a single source of accountability to the city and will show that when D-B is done right the project experience for the owner is superior. Not every contractor is suited or qualified for D-B, but we understand how it works to the mutual benefit of the owner and our team.

A significant component to any D-B team is the expertise and experience of the designer, which in our case is Walker Consultants. Having worked with Walker on projects for decades, I know they understand parking garages better than any firm in the country, particularly with design on these projects using D-B delivery. As a firm we've maintained offices in Hidalgo County since 2002, with our current regional headquarters located in Edinburg. We know the local subcontractor and market conditions, which is important to executing projects responsibly and cost effectively. Thank you for your consideration; you have my personal commitment to deliver a superior project for our community.

Sincerely,
Broaddus Construction



Jim Broaddus, Ph.D.., P.E.
CEO

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1. Capability to Perform

1.1: **Legal name of the company:** Broaddus Construction, LLC

Address of office that would be providing service:

204 E. Cano Street, Suite 2.109, Edinburg, TX 78539

Number of years in Business: 53 Years

Type of Operation:

Individual: _____ Partnership: _____ Corporation: __X__ Government: _____

Number of Employees: 40+ Employees

Annual Construction Volume: $76M

1.2: **Provide a copy of your company's financial statements for the past three (3) years. This information may be provided as confidential for City's exclusive use only.**

Financial Statements can be found in **Attachment 1**.

1.3: **Provide a financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.**

Dunn and Bradstreet Analysis can be found in **Attachment 2**.

1.4: **Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity?**

Broaddus Construction is not currently for sale or involved in any transaction to expand or to become acquired by another business entity.

1.5: **Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the City.**

Broaddus Construction has no past or pending litigation that would affect our performance under a contract with the City of Edinburg.

1.6: **Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity?**

Broaddus Construction is not currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.

1.7: **Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any City employee or member of the City Council?**

No Broaddus Construction relationship exists whether by family relative, business associate, financial agreement or any other relationship between your company and any City employee or member of the City Council.

1.8: **What difficulties do you anticipate in serving the City and how do you plan to manage these? What assistance will you require from the City?**

Broaddus Construction anticipates no difficulties in managing this project for the City of Edinburg.

1.9: Provide details regarding any special services or product characteristics, other benefits offered, or advantages to the City in selecting your company.

Broaddus Construction's team leverages our statewide resources while utilizing our local team presence to provide the greatest value for the City of Edinburg. Our subject matter experts have extensive experience in parking garages throughout the nation. Additionally, some of our team members also have a long and trusting history serving the City of Edinburg and will work closely with City staff to make this project a success.

1.10: A statement certifying that the respondent is not in arrears in payment of any obligations to the City or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

Broaddus Construction certifies that it is not in arrears in payment of any obligations to the City or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

Exhibit 1. Broaddus Construction Core Values



2. Proposed Team

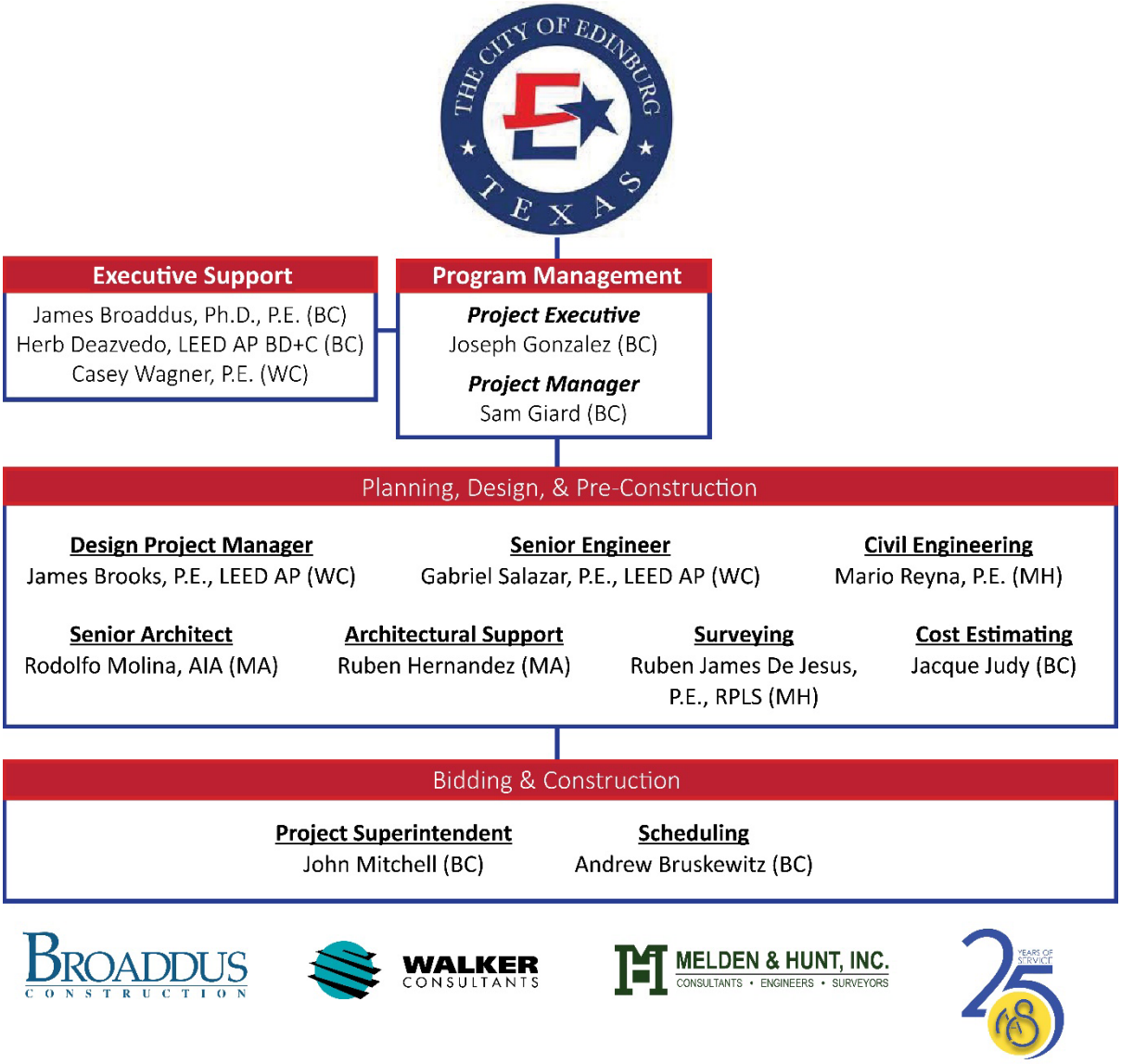
2.1: Proposed Organization

The organization chart shown below in **Exhibit 2** illustrates the proposed personnel and lines of communication for this engagement. Our team is committed to maintaining the integrity of the assigned team throughout project completion. ***We will exceed your expectations!***



2.2: Organization Chart

Exhibit 2. Broaddus Construction Organization Chart



2.3: Resumes of Key Personnel



JAMES BROADDUS, PH.D., P.E.

Executive Support

Years of Experience

Total: 53
With Broaddus Construction: 17

Education

Bachelor of Science, Civil Engineering, University of Texas at Austin, Cum Laude

Master of Science, Civil Engineering, University of Texas at Austin

Doctor of Philosophy, University of Texas at Austin

Registrations/Certifications

Registered Professional Engineer: Texas, No. 40952

Member, National Academy of Construction

Member, Academy of Distinguished Alumni at the University of Texas at Austin

Dr. James A. Broaddus, P.E., has extensive hands-on experience in design and construction from the owner's perspective. Throughout his career, Dr. Broaddus has emphasized innovative ways to improve the project process. Dr. Broaddus served as associate director of the Construction Industry Institute (CII), where he assisted member companies in implementing project management Best Practices developed through CII's research. In 1994, he became the senior University of Texas System official responsible for the statewide capital construction program of the 15 UT institutions, completing $1.4B in a wide variety of health research, academic, athletic, and utility infrastructure projects.

During his tenure, a marked improvement in UT projects was made due to the strong emphasis he placed on front-end planning, project management Best Practices, and changes to Texas statutes he championed that expanded the menu of project delivery procurement options for public owners. Over the last decade, the use of D-B and other delivery methods have replaced low-bid procurement for billions in construction performed each year throughout Texas. **In 1998, he became the first full-time CEO of the Design-Build Institute of America (DBIA) in Washington, doubling membership to 850 companies and expanding integrated design and construction options nationwide.**

Relevant Project Experience

- University Health | Women's & Children's Hospital & **Parking Garage** | $778M | San Antonio, TX
- Univ. of New Mexico Hospital | Critical Care Tower & **Parking Garage** | $838M | Albuquerque, NM
- Edinburg CISD | Bond Program Management | $116M | **Edinburg, TX**
- South Texas College | Bond Program Management | $100M | Rio Grande Valley, TX
- UT Brownsville/Texas Southmost College | Bond Program | $70M | Brownsville, TX
- Collin County | 500-Car **Parking Garage** & Medical Examiner's Office | $205M | McKinney, TX
- JPS Health Network | Capital Improvement Program | $1.2B | Fort Worth, TX
- Hays County | Government Center | $74M | San Marcos, TX
- City of Buda | Bond Program Management | $32M | Buda, TX
- MetroNational Partners | Mixed-Use Hotel Development & **Parking Garage** | $308M | Houston, TX



HERB DEAZVEDO, LEED AP BD+C

Executive Support

As Broaddus Construction's Chief Operating Officer, Mr. Herb Deazvedo is an accomplished and influential leader gifted in contract negotiation that drives projects and closes deals to deliver revenue growth. Herb excels at developing harmonious relationships with executive management, internal task teams, and strategic partners to achieve the unified goals of customer retention and market leadership.

Years of Experience

Total: 25
With Broaddus Construction: 2

Education

Master of Business Administration, Concordia University

Bachelor of Business Administration, Concordia University

City of Residence

Austin, TX

Relevant Project Experience

- City of Georgetown | City Hall | $16M | Georgetown, TX
- Gonzales Healthcare System | Hospital Renovation & Expansion | Gonzales, TX
- Uvalde Independent School District | Security Vestibules CMAR | $2M | Uvalde, TX
- Irving Independent School District | Security Vestibules CMAR | Irving, TX
- Bastrop County | Fire Station | $4.5M | Bastrop, TX
- City of Pflugerville | Library Renovation | $1.2M | Pflugerville, TX
- Amber Oaks Renovation | Commercial Office | $9.7M | Austin, TX
- Parsley Energy | Commercial Office Phase I | $2.6M | Austin, TX
- Play Live Nation | Commercial Office | $3.8M | Cedar Park, TX
- Lake Travis Independent School District | Practice Fields & Field House | $7.6M | Austin, TX
- Confidential Technology Client | Industrial/Manufacturing Facility **Design-Build** | $22M | Austin, TX
- Round Rock Independent School District | Elementary School Renovation | $6.6M | Round Rock, TX
- Austin Independent School District | Headquarters **Design-Build** | $52.6M | Austin, TX
- Round Rock Independent School District | Elsa England Elementary School | $37M | Round Rock, TX
- Bryan Independent School District | Stephen F. Austin Middle School | $26M | Bryan, TX
- Pflugerville Independent School District | Cele Middle School | $49M | Pflugerville, TX
- Empower Texans | Headquarters Commercial Office | $1.8M | Leander, TX
- Williamson County | Expo Center | $4.1M | Taylor, TX
- Hideaway at Sunflower Beach | Multi-Family Housing Complex | $9.4M | Port Aransas, TX
- Harbor Shores Apartments | Multi-Family Housing Complex | $19M | Conroe, TX
- La Sienna Apartments | Multi-Family Housing Complex | $28M | Edinburg, TX
- Sunland Country | Multi-Family Housing Complex | $22M | Harlingen, TX
- American Airlines | DFW International Airport Terminal-A Renovation | $2M | Dallas, TX
- American Airlines | DFW International Airport Terminal-E Renovation | $13M | Dallas, TX
- Texas Facilities Commission | Central Services Building Deferred Maintenance | $18M | Austin, TX



JOSEPH GONZALEZ

Project Executive

Mr. Joseph Gonzalez has more than 21 years of project management experience of multi-million-dollar facilities across Texas. He offers extensive knowledge in all facets of construction ranging from design, estimating, budgeting, buyout, contract negotiations and ultimately project closeout. Utilizing a team approach and long-range planning has allowed him the opportunity to deliver complex projects timely while achieving the design team's expectations and the end users vision to build long lasting relationships.

Years of Experience

Total: 21
With Broaddus Construction: 8

Education

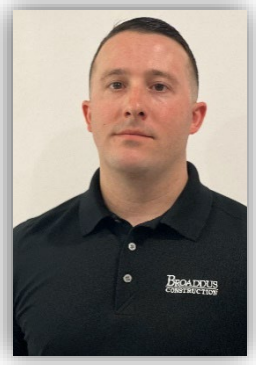
Bachelor of Science, Mechanical Engineering, University of Texas-Pan American

City of Residence

McAllen, TX

Relevant Project Experience

- City of Brownsville | Airport Maintenance Building | $2M | Brownsville, TX
- The University of Texas at Austin | Marine Science Institute Campus | $6M | Port Aransas, TX
- South Texas College | Pecan Plaza Remodel | $1.1M | McAllen, TX
- Sunland Country Apartments | Multi-Family Housing Complex | 178,000 SF | $21M | Harlingen, TX
- La Sienna | Multi-Family Housing Complex | 303,000 SF | $29.3M | **Edinburg, TX**
- Hacienda San Miguel | Multi-Family Housing Complex | 180,000 SF | $13M | Donna,
- Sunflower Beach Condos| Condominiums | 21,000 SF | $5.6M | Port Aransas, TX
- Primrose Village | Multi-Family Housing Complex | 242,276 SF | $21M | Weslaco, TX
- Jackson Place Apartments | Multi-Family Housing Complex | 316,280 SF | $26M | Pharr, TX
- T-Mobile | Retail | 2,500 SF | $650K | Weslaco, TX
- Shops at 493 Plaza | Retail | 13,500 SF | $750K | Donna, TX
- Sharyland Pioneer High School | $41M
- Harlingen 9th Grade Academy | $28.2M
- San Juan ISD | Middle School | $22M | San Juan, TX
- Palmer Elementary | $12.8M | Pharr, TX
- John Jack McKeever Elementary School | $12.9M | Alamo, TX
- Chase Bank Branch | $1M | **Edinburg, TX**
- Weslaco ISD | Band Hall | $2.1M | Weslaco, TX
- Mercedes ISD | PE Locker Room/Physics Lab | $2M | Mercedes, TX
- La Joya Elementary School #23 | $9M | La Joya, TX
- Mission CISD | Performing Arts Building | $6.5M | Mission, TX
- Fine Arts Center | Edcouch-Elsa | $6.8M | Edcouch, TX
- Pharr-San Juan-Alamo ISD | Central Administration Building | $7.2M | Pharr, TX
- Pharr-San Juan-Alamo ISD | ADA Renovations | $1.89M | Pharr, TX
- Pharr-San Juan-Alamo ISD | Wolverines/Raiders Softball Parks | $1.2M | Pharr, TX
- Pharr-San Juan-Alamo ISD | Classroom Addition North High School | $3.49M | Pharr, TX
- Pharr-San Juan-Alamo ISD | Classroom Addition-Alamo Middle School | $2.4M | Pharr, TX



SAMUEL GIARD
Project Manager

Mr. Samuel Giard has more than 10 years of extensive construction management experience and will serve as the project manager for the entire project lifecycle. As a civil engineer with extensive experience in D-B and CMAR delivery, he knows how to work closely with design firms and owners to create the best value for the project. He has also worked significantly with higher education and healthcare institutions, as well as federal/military clients. He is up to date on the latest Best Practices as a construction contractor. He has become an expert within our firm on the use of Procore and other technological tools.

He will ensure project goals are achieved, schedules met, and budget controlled. Mr. Giard is also a member of the National Guard and has served in the Rio Grande Valley, as well as other locations. He is a permanent resident of the Rio Grande Valley community.

Years of Experience

Total: 10
With Broaddus Construction: 1

Education

Master of Business Administration, University of Massachusetts at Amherst

Bachelor of Science, Civil Engineering Technology, Wentworth Institute of Technology

Registrations/Certifications

DoD Security Clearance – Secret

City of Residence

McAllen, TX

Relevant Project Experience

- Wilson County | Emergency Operations Center | Floresville, TX
- Sunland Country Apartments | Multi-Family Housing Complex | $21M | Harlingen, TX
- Aloft Hotel | Ground-Up Hotel Construction | 270 Rooms | $43M | Providence, RI
- Riverhouse Graduate Student Housing | 170 Units | $48M | Providence, RI
- JPM Chase ATM | New ATM Installation | $185K | Warwick, RI
- Brown University | Emery/Wooley/Morriss/Champlin & Young Orchard Dorm Renovations | $4M | Providence, RI
- Luxury Student Housing Complex | 14 Stories | $93M | Reno, NV
- Phased Renovation of Patient Rooms, ICU Waiting Rooms, Staff Lounges, Public Corridors, Lobby, Chapel, Entrances, & Infrastructure | $150M | Worcester, MA
- West Roxbury VAMC | New Medical Research Building | $8M | West Roxbury, MA
- VAMC | Emergency Steam System Repairs | $2M | Brockton, MA
- Hanscom AFB | Fire Suppression Upgrades | Hanscom, MA
- Hanscom AFB | HVAC Upgrades | $5M | Hanscom, MA
- Hanscom Independent School District | Middle School HVAC Upgrades | $7M | Hanscom, MA
- Hanscom AFB | Roof Replacement & Structural Steel Repair | $4M | Hansom, MA
- FAA Air Traffic Route Control Center | Rooftop AHU Replacement | $3M | Nashua, NH
- Wilmington Independent School District | High School Plumbing Upgrades | $7M | Wilmington, MA



JOHN MITCHELL

Project Superintendent

Mr. John Mitchell has more than 28 years of construction management experience. Mr. Mitchell has extensive experience on projects involving municipal, healthcare, higher education, industrial, K-12, and research facilities. His skills include project scheduling, subconsultant coordination, project bidding, cost estimating, and quality control.

Years of Experience

Total: 28
With Broaddus Construction: 7

Registrations/Certifications

- ✓ First Aid & CPR
- ✓ OSHA 10
- ✓ OSHA 30
- ✓ OSHA 510
- ✓ OSHA 500

City of Residence

McAllen, TX

Relevant Project Experience

- **Valley Baptist | Medical Professional Building Parking Garage | 195,000 SF | $1M | Harlingen, TX**
- United States Army, Navy, & Air Force | **Tri-Services D-B Research Facility** | $80M | Houston, TX
  - Specialized directed energy laboratory spaces including laser research labs, anechoic chambers, imaging labs, radiation labs, biology labs, microbiology labs, biochemistry and bimolecular labs, tissue culture labs proteomic lab, administrative and support areas, and mechanical and electrical support services, and a **multi-level parking garage**.
- United States Air Force | Village Hill Residents | Multi-Phased Program (36-Unit Independent Living Facility with **Parking Garages** | $40M | Houston, YX
- Texas Historical Commission | Levi Jordan Plantation Visitor Center | $2.2M | Brazoria, TX
- Beehive Assisted Living | Phase I & II | $2M | Spring, TX
- Overlook Apartments | Phase 1 | 152 Units | $18M | Palestine, TX
- Harbor Shores Apartments | Phase II | 140 Units | $19M | Port Aransas, TX
- Lake Jackson Town Center | $2M | Lake Jackson, TX
- Christus Santa Rosa | Westover Hills Hospital & Medical Office Building | 315,000 SF (Hospital) | 60,000 SF (Office Building) | $75M | San Antonio, TX
- Memorial Hermann Health System | Southwest Heart & Vascular Institute | $42M | Houston, TX
- University of Texas MD Anderson Cancer Center | South Campus Research Building | $35M | Houston, TX
- East Texas Medical Center | Expansion & Renovation | 90,000 SF | $26M | Jacksonville, TX
- Introgen Therapeutics | Cancer Treatment Research Facility | 30,000 SF | $10M | Houston, TX
- Memorial Hermann Health System | Southeast Hospital | 50,000 SF | $45M | Houston, TX
- Alamo Colleges | St. Philip's College Diesel Laboratory | 10,000 SF | $4M | San Antonio, TX
- Alamo Colleges | St. Philip's College | 215,000 SF | $51.9M | San Antonio, TX
- Alamo Colleges | St. Philip's College Campus Renovations | 65,000 SF | $14.5M | San Antonio, TX
- South Texas College of Law | Fred Pars Law Library Expansion & Renovation | $11M | Houston, TX
- Houston ISD | Phillips Wheatley Replacement High School | 215,000 SF | $27.4M | Houston, TX
- Pasadena ISD | Jessup Elementary Additions & Renovations | 20,000 SF | $4M | Pasadena, TX
- Harris County | Sports Authority Reliant Stadium | 2,000,000 SF | $417M | Houston, TX
- Halliburton Energy Services | Source Storage Building | 8,000 SF | $2M | Houston, TX



JACQUE JUDY
Cost Estimating

Years of Experience

Total: 28
With Broaddus Construction: 17

Education

Bachelor of Science, Construction Engineering, Arizona State University

City of Residence

Austin, TX

Jacque Judy serves as Chief Estimator and Associate Vice President of Preconstruction Services. His 35 years of D-B and alternative project delivery solutions allow owners the comfort of estimating accuracy and the assurance of program adherence. His vast project experience and reliable estimating accuracy are a benefit to any team for which he is a part.

He leads our approach to the technical services process to accurately establish and maintain project budgets, develop project design within budget restraints, and supervises the timely completion of all pre-construction activities. During final bid preparation, he works closely with the project team to maximize participation by local, qualified trade contractors and facilitates an orderly transfer to field operations. He will continue to stay involved with the project as necessary throughout the course of construction.

Relevant Project Experience

- University of Texas at El Paso | Sun Bowl Cost Estimate | El Paso, TX
- Texas Tech University Health Sciences Center of El Paso | Medical Science Building II | 227,000 SF | $84M | El Paso, TX
- Columbus Communities | Learning & Wellness Commons Development Plan | Tradition, MS
- Sam Houston State University | Innovation Plaza Campus Master Plan | Huntsville, TX
- Texas State University | Meadows Center Feasibility Study | San Marcos, TX
- UT Health | John S. Dunn Behavioral Sciences Health Center | Planning & Full Program of Requirements (288-Bed Hospital in the Texas Medical Center) | 230,000 SF | Houston, TX
- University of Houston | Infrastructure Implementation Planning (4 Core Campus Buildings) | 554,700 SF | Houston, TX
- Tarleton State University | Memorial Stadium Master Plan & Facility Program | Stephenville, TX
- Tarleton State University | Conceptual Master Plan – Greenfield Campus | Fort Worth, TX
- The University of Texas MD Anderson Cancer Center | Mid-Campus Master Plan | Houston, TX
- Dallas Baptist University | East Campus Master Plan | 630 Acres | Dallas, TX
- City of Gulfport | Robert J. Curry Public Safety Center | 76,000 SF | $28M | Gulfport, MS
- JPS Health Network Main Campus Functional & Space Program | 1.34 million GSF | Fort Worth, TX
- University Health | University Hospital at the Medical Center Expansion | $778M | San Antonio, TX
- Memorial Hermann Health System | Sarofim Patient Tower | $650M | Houston, TX
- Houston Methodist | Outpatient Center | 1.6 million SF | $345M | Houston, TX
- Southwest Research Institute | Applied Physics Building | San Antonio, TX
- Texas A&M University System | Nursing Building – Tarleton State University | 55,000 GSF | $24.3M | Stephenville, TX



CASEY WAGNER, P.E.

Executive Support

WALKER CONSULTANTS

Years of Experience

Total: 30

Education

Bachelor of Science, Civil Engineering, University of Illinois – Urbana/Champaign

Registrations/Certifications

Registered Professional Engineer: Texas, Arkansas, Oklahoma, & Louisiana

Affiliations

- ✓ **Texas Parking & Transportation Association – Board of Directors**
- ✓ **Campus Parking & Transportation Association (formerly Midwest Campus Parking Association) – Board of Directors**
- ✓ **International Parking Institute**
- ✓ **Urban Land Institute**

Mr. Casey Wagner is an Executive Vice President and Managing Director for Walker's Southern Region of the United States. He also sat on the company's Board of Directors. With 30 years of experience at Walker, his responsibilities encompass every facet of parking consulting and design. His project expertise includes a wide variety of private, governmental, educational and healthcare projects, providing full design, parking consulting and restoration services.

As Managing Director for Walker, Casey is tasked with supervising 7 offices in the southern region. He is responsible for ensuring that decisions are made consistent with the company's vision, mission, and core values while communicating corporate decisions, providing guidance, and steering progress.

Relevant Project Experience

- Cypress Waters | **Parking Garage** | 775+ Spaces | 2 Levels | Dallas, TX
- City of Tyler | Fair Plaza **Parking Garage** | 380+ Spaces | 4 Levels | Tyler, TX
- XTO Energy | **Parking Garage** | 850+ Spaces | Fort Worth, TX
- Fort Worth Arena | **Parking Garage** | 2,000 Spaces | 6 Levels | Fort Worth, TX
- 1301 Fannin Street | **Parking Garage** | Houston, TX
  - Parking Consultant | 500+ Parking Spaces & 6 Levels
- Baylor University Medical Cancer Center | **Parking Garage** | Dallas, TX
  - Functional Design of 250 Parking Spaces on 2 Levels



- Texas A&M University | **Parking Garage** | 1,200+ Spaces | 4 Levels | Corpus Christi, TX
- The Woodlands | **Parking Garage** | 700 Spaces | 5 Levels | The Woodlands, TX
- HEB Grocery Stores | San Antonio & Austin, TX
  - Structural & Functional Design of **2 Parking Garages** | 745+ Spaces & 930+ Spaces
- Founders Plaza | **Parking Garage** | 800 Spaces | Rogers, AR

JAMES BROOKS, P.E., LEED AP

Project Manager



Mr. James Brooks, P.E., LEED AP, has an extensive background in both design and in the field as a General Contractor. This experience has exposed him to various project types, including law enforcement, municipal, federal, higher education, civil, aviation, arts, and transportation facilities. This diverse experience, coupled with his background in engineering, enables him to recognize problems across disciplines that are not typically realized until construction has already begun when it's too late to make costly corrections. His ability to effectively communicate complex issues to a variety of audiences allows the design team to quickly and accurately solve problems in such a way that the intent of the project is transparent to the contractor in the contract documents on bid day.

WALKER CONSULTANTS

Years of Experience

Total: 16

Education

Bachelor of Science, Civil Engineering, Texas A&M University

Registrations/Certifications

Registered Professional Engineer: Texas

LEED Accredited Professional

OSHA 30-Hour Certified

Affiliations

- ✓ **International Parking Institute**
- ✓ **Texas Parking & Transportation Association**
- ✓ **United States Green Building Council**
- ✓ **Urban Land Institute**

Relevant Project Experience

- Riata Vista | Campus **Parking Garage** | 1,600+ Spaces | Austin, TX
- City of Tyler | Fair Plaza **Parking Garage** | Tyler, TX
  - Parking Consultant | 380+ Parking Spaces & 4 Levels
- XTO Energy | **Parking Garage** | 850+ Spaces | Fort Worth, TX
- Fort Worth Arena | **Parking Garage** | Fort Worth, TX
  - Prime Design of 2,000-Space, **6-Level Parking Garage** & Infrastructure Improvements
- Stonebriar Mall | **Parking Garage** | 1,000 Spaces | Frisco, TX
- Olympus | **Parking Garage** | Plano, TX
  - Parking, Structural, & Function Design | Precast 2 Levels | 1,300+ Spaces



- Medical City Dallas | Building D **Parking Garage** | Frisco, TX
  - Parking, Structural, & Functional Design | 6 Levels | 750 Spaces
- HEB Grocery Stores | San Antonio & Austin, TX
  - Structural & Functional Design of **2 Parking Garages** | 745+ Spaces & 930+ Space
- City of Temple | 1st & 4th Street **Parking Garages** | Temple, TX
  - Parking, Structural, & Functional Design | Precast 4 & 6 Levels
- Jung Hotel | **Parking Garage** | New Orleans, LA



GABRIEL SALAZAR, P.E., LEED AP

Senior Engineer

WALKER CONSULTANTS

Years of Experience

Total: 15

Education

Bachelor of Science, Electrical and Mechanical Engineering, Universidad Autonoma De Nuevo Leon

Registrations/Certifications

Registered Professional Engineer: Texas & Virginia

LEED Accredited Professional

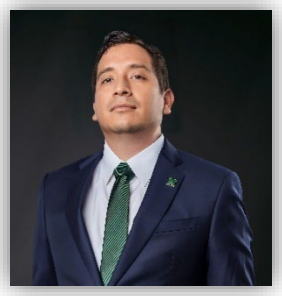
Mr. Gabriel Salazar, P.E., LEED AP, is a highly accomplished Senior Engineer with more than 15 years of extensive experience in electrical engineering, with a strong background in both estimating and designing phases. Mr. Salazar has demonstrated exceptional proficiency in the design and implementation of electrical systems while maintaining a keen focus on cost controls, estimating, purchasing, bidding, cost analysis, and forecasting. His expertise and skill set make him an asset to the team at Walker.

Relevant Project Experience

- Stonebriar Hotel | **Parking Garage** | Frisco, TX
- Hotel Grapevine | Rail Station **Parking Garage** | Grapevine, TX
- Medical City Dallas | Building D **Parking Garage** | Frisco, TX
  - Parking, Structural, & Functional Design | 6 Level | 750 Spaces
- HEB Grocery Stores | San Antonio & Austin, TX
  - Structural & Functional Design of **2 Parking Garages** | 745+ Spaces & 930+ Space
- The Woodlands | **Parking Garage** | The Woodlands, TX
  - Parking Consultant | 700 Parking Spaces & 5 Levels



- Statler Boulevard Development | Parking Consultant | Fort Worth, TX
- Olympus | **Parking Garage** | Plano, TX
  - Parking, Structural, & Function Design | Precast 2 Levels | 1,300+ Spaces
- University Medical Center | New **Parking Garage** | Lubbock, TX
  - Structural, MEP, & Functional Design | 1,000 Spaces | 5 Levels
- Lake Nona Town Center | **Parking Garage** | Orlando, FL
  - **Design-Build** | Architectural, Functional, & Structural Design



RUBEN JAMES DE JESUS, P.E., RPLS

Civil Engineering & Surveying

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS

Years of Experience

Total: 14

Education

Bachelor of Science, Civil Engineering, University of Texas Pan American

Registrations/Certifications

Registered Professional Engineer: Texas No.: 126282

Licensed Professional Land Surveyor: Texas No.: 6813

Mr. Ruben James De Jesus, P.E., RPLS, has gained extensive experience in surveying and has successfully designed and managed a wide array of civil engineering projects for public and private sector clients across the South Texas region over the past 14 years. His expertise spans conducting studies, developing designs, and managing projects with a focus on federal, state, and local infrastructure initiatives.

As the Design Engineer and Land Surveyor for the City's parking garage project, Mr. De Jesus will develop a detailed work plan while overseeing the scheduling and execution of all tasks associated with the project. Acting as an extension of your team, he is dedicated to exceeding performance objectives and maintaining a highly responsive approach, addressing your needs promptly, even on short notice. Committed to expediting project delivery, Mr. De Jesus will utilize all necessary resources to ensure timely and high-quality results. **Based in the Edinburg office**, he will remain readily available for consultations and will work closely with the project team and city to address any questions or provide technical guidance throughout the project.



MARIO REYNA, P.E.

Civil Engineering

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS

Years of Experience

Total: 16

Education

Bachelor of Science, Civil Engineering, University of Texas at San Antonio

Registrations/Certifications

Registered Professional Engineer: Texas No.: 117368

Mr. Mario Reyna, P.E., has more than 16 years of proven expertise in civil engineering, construction management, and municipal infrastructure. A trusted leader within Melden & Hunt, Mr. Reyna, has cultivated a strong, collaborative relationship with the **City of Edinburg** through years of successful project delivery. His intimate knowledge of the city's priorities, regulations, and long-term vision makes him uniquely equipped to oversee this critical project, ensuring its success from concept to completion.

Mr. Reyna's extensive experience includes managing complex municipal projects, coordinating multidisciplinary teams, and navigating the intricacies of public infrastructure development. His ability to develop detailed work plans, allocate resources efficiently, and maintain open and responsive communication with stakeholders has earned him a reputation as a reliable and results-driven professional.

RODOLFO MOLINA, JR., AIA
Senior Architect

Mr. Rodolfo Molina, AIA, has more than 39 years of architectural experience, the last 29 years as a registered architect with specialization and expertise in computer generated construction documentation and project management.

Mr. Rodolfo Molina has been with the company since its conception and is responsible for the day-to-day operations of Milnet Architectural Services.

As President and project architect Mr. Rodolfo Molina is a key member who is responsible for production management in all phases of design, contract documents, and construction administration. He encompasses a wide array of responsibilities, including project management, architectural design analysis, project budgeting, scheduling and quality control.

Years of Experience

Total: 39

Education

Bachelor of Arts, Architecture, University of Houston

Registrations/Certifications

Architect: Texas, No.: 14740

Registered Accessibility Specialist, No.: 0257

RUBEN HERNANDEZ
Architectural Support

Mr. Ruben Hernandez has more than 15 years of experience in the construction industry and has managed projects from the design phase through the finishes phase. He also incorporates his skills as a visual artist into his present and past work. Mr. Hernandez's experience includes an array of project types including education, county, federal, industrial, commercial, and municipal facilities.

Years of Experience

Total: 15

Education

Bachelor of Arts, Architecture, University of Texas at San Antonio

Relevant Project Experience

- Hidalgo County | Remote Operations Centers | **Edinburg, TX**
- City of McAllen | City Hall Feasibility Study | McAllen, TX
- Starr County | Courthouse Renovation | Rio Grande City, TX
- City of McAllen | Morris Park Upgrades | McAllen, TX
- City of Mission | Housing Authority Façade Renovation | Mission, TX
- South Texas College | MVC Building H Interior Renovation | McAllen, TX
- Hidalgo County | Emergency Management Facility | **Edinburg, TX**
- **Edinburg Economic Development Corporation | New Offices Finish-Out | Edinburg, TX**
- City of Elsa | Public Library Upgrades | Elsa, TX

2.4: Consultant Team

Broaddus Construction | General Contractor

Broaddus Construction provides a range of expert construction management services to our clients in the municipal, healthcare, higher education, aviation, commercial, multi-family, industrial, and retail sectors.

Beginning with an emphasis on pre-construction services, Broaddus Construction delivers each client's project goals and objectives with excellent services and delivery systems designed to ensure success.

Relevant Design-Build Experience

While at The University of Texas System, Broaddus Construction CEO Dr. James Broaddus led the legislative initiative in 1997 to pass Senate Bill 583, which allowed for the use of alternative project delivery on higher education projects in Texas. Four years later, that same statutory authority was extended to counties, cities, and local governments. While still at UT System, Dr. Broaddus became an "early adapter" of this new law and initiated more than 20 D-B projects valued at $450M.

Based on real-world experience, Dr. Broaddus has been involved in multiple research projects related to the development and application of alternative project delivery methods. Most notable is his contribution to the Construction Industry Institute's *Project Delivery Systems: CMAR, D-B, D-B-B* publication. This research of $20B in project work throughout the U.S. showed that when executed properly, D-B projects take less time from the beginning of design to the completion of construction and at a lower total project cost when compared to D-B-B projects.

Dr. Broaddus also served as the first CEO of the Design-Build Institute of America, where his exposure to virtually every major D-B project nationwide allowed him to learn the keys to success and the pitfalls to avoid. One of these keys is that the owner's planning and management of the process is critical to the outcome of a D-B project. Widely published on the topic, his *"Ten Point Plan for Owners"* has become a roadmap for those considering D-B and the basis for many short courses and presentations he has given on the topic.

Dr. Broaddus has grown our firm with the understanding that D-B requires a higher, more engaged level of project management for the owner. Our team has implemented the D-B approach on more than 50 projects valued greater than $1B and have emerged as one of the nation's leaders in managing this integrated form of project delivery.

Experience with proposed D-B Team Members

Melden & Hunt – Civil Engineering

- Hacienda San Miguel | Multi-Family Complex
- La Sienna | Multi-Family Complex
- Jackson Place | Multi-Family Complex

Milnet Architecture – Architect of Record

- South Texas College | Bond Program

Walker Consultants – Parking Garage Design

- University of New Mexico Hospital | Critical Care Tower **Parking Garage**
- University Health | Women's & Children's Hospital **Parking Garage**

Melden & Hunt | Civil Engineering & Surveying

Melden & Hunt, Inc. is a multi-disciplinary civil engineering and land surveying firm with more than seven decades of experience providing innovative and reliable solutions for public and private clients across South Texas. ***Based in Edinburg, TX, they are dedicated to personalized client service, technical precision, and delivering results that align with our clients' visions.*** Their multi-disciplinary team is equipped to provide the full scope of professional engineering services required for the proposed parking garage, including:

- **Site Development.** Addressing site-specific conditions, grading, drainage, and utility design for seamless integration with the city's infrastructure.
- **Traffic Engineering.** Designing access points and circulation plans to ensure efficient traffic flow and user convenience.

Municipal Expertise

Melden & Hunt has a long history of partnering with municipalities to deliver infrastructure and facility projects tailored to their unique needs. For the **City of Edinburg's** proposed parking garage, they bring a combination of technical expertise, local knowledge, and a commitment to excellence that will help to ensure the success of this project.

Strong Partnership with the City of Edinburg

Melden & Hunt has established a strong, long-standing working relationship with the **City of Edinburg**, built on trust, collaboration, and successful project delivery. As a local firm deeply rooted in the community, they are committed to supporting the city's growth and development. Their team's familiarity with local processes, regulations, and priorities allows us to align our services seamlessly with the city's goals and objectives.

Relevant Project Experience

- **City of Edinburg | Parking Garage | Edinburg, TX**
- **City of Edinburg | Arts, Culture & Event Center | Edinburg, TX**
- **City of Edinburg | Promenade Park Amphitheater | Edinburg, TX**
- **City of Edinburg | New City Hall Building | Edinburg, TX**



Milnet Architects | Architecture

Milnet Architectural Services (MAS) is a McAllen-based design firm offering professional services in architecture. The firm was established in 2000 by Architect Rodolfo R. Molina. Mr. Molina currently serves as the President and Project Architect with more than 38 years of experience.

Relevant Project Experience

- City of McAllen | Public Safety Building **Parking Garage** | 2 Levels | 97,000 SF | $4M | McAllen, TX
- **City of Edinburg | El Tule Recreation Center | 28,000 SF | $5M | Edinburg, TX**
- **City of Edinburg | Fire Station No. 5 | 9,000 SF | $2M | Edinburg, TX**
- **City of Edinburg | Dustin M. Sekula Memorial Library | 35,000 SF | $3M | Edinburg, TX**
- **City of Edinburg | Dr. Diaz Park Building Additions | Edinburg, TX**



Walker Consultants | Design

Walker Consultants provides planning, design, engineering, forensics, restoration, and building envelope consulting. They are a 100% employee-owned company that takes pride in the work that they do and the value that they provide their clients.

Established in 1965 as a structural engineering firm, Walker Consultants began to specialize in parking design and consulting, and by the 1980s became the leading parking consulting firm in the United States. Parking facilities shouldn't be an afterthought. Walker's experience with structural and architectural systems results in attractive, functional facilities that exceed industry standards and are architecturally supportive of any development.

5K+
Parking Structures Successfully Completed

400+
Experienced Professionals

85%
Repeat Customers

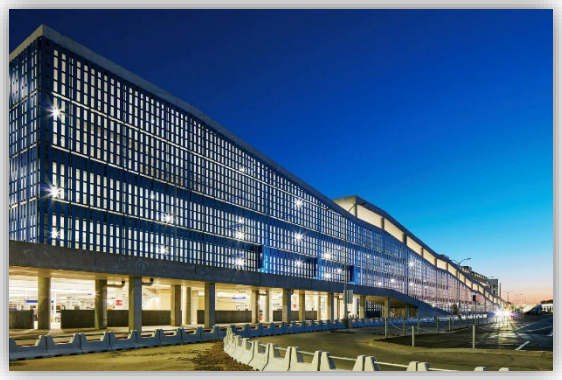
Parking facilities shouldn't be an afterthought. Walker's experience with structural and architectural systems results in attractive, functional facilities that exceed industry standards and are architecturally supportive of any development.

With today's rapidly changing landscape of ride apps, new mobility options, autonomous and electric vehicles, and sustainability, parking facilities must be designed with flexibility to accommodate new usage patterns and vehicle characteristics. Throughout all these changes, they must still be designed to be efficient, user-friendly, durable, and cost effective. This begins with studying and understanding the requirements of the facility's users today and in the future. Walker's creative professionals, backed by more than 55 years of experience, will craft a facility that will function well today and decades into the future.

- Architecture & Engineering
- Functional Design
- Queuing Analysis & Traffic Simulation
- Wayfinding & Signage
- Lighting & MEP
- Adaptive Reuse
- Automated Parking Guidance Systems (APGS)
- Automated Vehicle Storage & Retrieval Systems (AVSRS)
- Parking Access & Revenue Control Systems (PARCS)
- Sustainable Design & Construction
- Parksmart Certification
- **D-B Project Delivery**

Relevant Experience

- Medical City Dallas | **Parking Garage** | Dallas, TX
- Stonebriar Centre | **Parking Garage** | Frisco, TX
- City of Waxahachie | **Parking Garage** | Waxahachie, TX
- City of Austin | Austin Bergstrom International Airport (ABIA) **Parking Garage** | Austin, TX
- City of Tyler | Plaza **Parking Garage** | Tyler, TX
- XTO Energy | **Parking Garage** | Fort Worth, TX
- Grand Hyatt | **Parking Garage** | San Antonio, TX
- Walmart Home Office | **Parking Garage** | Bentonville, AR



2.5: Project Commitment

The Broaddus Construction D-B team commits to ensuring that this parking garage project and the **City of Edinburg** are thoroughly supported from the earliest planning stages through the completion of the warranty period.

Office Managing Project

Broaddus Construction
204 E. Cano Street, Suite 2.109
Edinburg, TX 78539

This project will be managed by our Broaddus Construction office centrally located in downtown Edinburg, within a half mile distance from Edinburg City Hall and one block away from the jobsite. Our proximity to city staff makes planning, communication, and management much more cohesive and effective. Together with our team members such as Melden & Hunt, located within the '**Edinburg Square**' and within a block from City Hall and Milnet Architects located in McAllen, can be available to your staff within minutes.

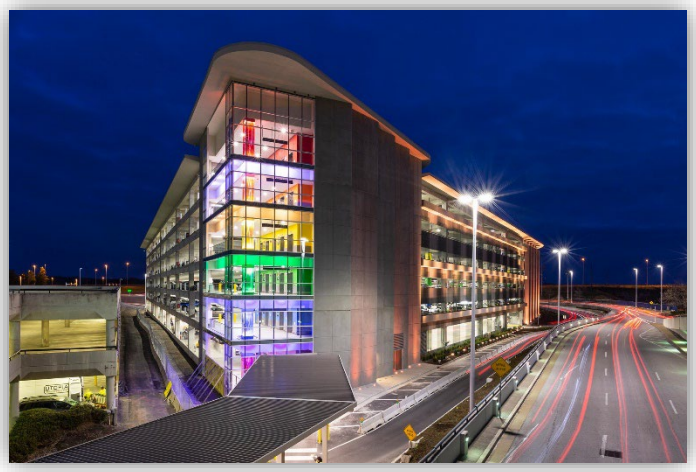
Approach to Project Success

- **Comprehensive Planning.** We believe that thorough planning is the foundation for project success. Our team of experienced professionals will conduct a detailed assessment of the project requirements, considering factors such as budget, schedule, site conditions, and specific needs of the city. By carefully analyzing these aspects, we can develop a comprehensive project plan that aligns with the city's vision and objectives.
- **Effective Communication.** Clear and open communication is vital throughout the project lifecycle. We will establish a dedicated project team, consisting of a project manager and superintendent, who will serve as your primary point of contact. We lead regular meetings and progress updates to keep you informed and address any concerns promptly. Our collaborative approach ensures that all stakeholders are involved, allowing for effective decision-making and timely resolution of any challenges that may arise.
- **Experienced Project Management.** Our experienced project managers understand the complexities involved in municipal and design-build projects. We will oversee every aspect of the construction process, including procurement, subcontractor management, quality control, and safety measures. By leveraging our construction expertise, we ensure efficient resource allocation, adherence to project timelines, and effective management of potential risks.
- **Skilled Workforce.** We take pride in our skilled and dedicated subcontractor workforce. Our team of tradespeople and subcontractors possess extensive experience in construction. They understand the importance of creating safe, and functional environments. By utilizing their expertise, we will execute on the high-quality workmanship that **City of Edinburg** demands.
- ***At Broaddus Construction we believe communication and planning is key to success.*** At all our projects, our team hosts weekly subcontractor meetings to keep all stakeholders abreast of the ongoing progress along with a 4-week look ahead schedule for planning deliveries and workforce. This served exceptionally well at our Hacienda San Miguel project since during construction due to global supply issues materials were scarce and lead times were exponential. Our planning strategy allowed the subcontractors and the power company to procure their materials 6 months ahead to be sure we had permanent power when needed to complete our buildings.
- **Broaddus Construction** will maintain a Warranty Defect log for the duration of the warranty period, participate in monthly warranty review meetings, and provide written documentation with photographs of all repair work. Prior to the expiration of the 1-year warranty period, Broaddus Construction will schedule an 11-month pre-warranty expiration inspection with the Owner to ensure that all open warranty items are resolved.

3. Technical & Management Competence

3.1: Demonstrated Technical Competence

At Broaddus Construction, we understand the critical importance of effective project management in ensuring the successful completion of construction projects. ***Our construction management approach is centered around clear communication, collaboration, and attention to detail.*** The key components of our approach include:



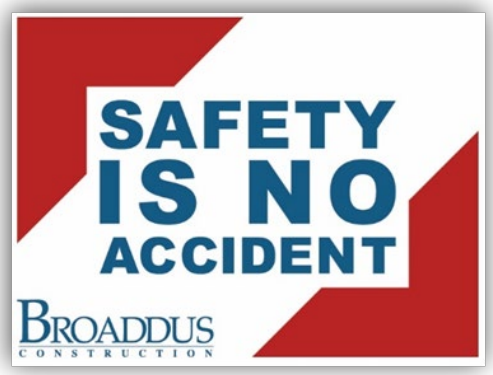
Pre-Construction Phase

- **An Essential & Engaged Team Member for the Beginning. T**he key to project success starts in the early stages of the project. We seek to be actively and fully engaged from the beginning. You can expect us to bring significant construction experience from our first day on the job. *"We aspire to add value as active participants in discussions, offering dependable and foreseeable cost assessments, innovative construction suggestions, and alternative solutions to uphold the anticipated standards of quality, budget, and schedule for* **City of Edinburg**."
- **Initial Assessment.** Our team will conduct a comprehensive assessment of the project, including site evaluations, permit requirements, and any necessary inspections.
- **Budget & Schedule Development.** Our team will work closely with city staff to establish realistic budgets and timelines, taking into consideration your specific project goals and requirements.
- **Design Coordination.** We will closely, cooperatively, and collaboratively work with our design team of architects, engineers, and other consultants to review and coordinate the project design, ensuring alignment with your objectives, regulations, and standards.
- **Focus on Pre-Construction – While our primary focus is on pre-construction, it's essential to recognize that the transition to the construction phase is equally pivotal.** It sets the table for a successful project!

Construction Phase

- **Project Team.** We have assembled a skilled project team, including a local project manager, site superintendent, subcontractors, and suppliers, who will work cohesively to execute this project.
- **Procurement & Logistics.** We will manage the procurement of materials, equipment, and subcontractors, ensuring timely delivery and adherence to quality standards.
- **On-Site Management.** Our site superintendent will oversee day-to-day operations, maintaining a safe and organized work environment, coordinating subcontractor activities, and ensuring compliance with all relevant codes and regulations.
- **Regular Progress Updates.** We have in-house scheduling that utilizes P6 software for all our projects. All project schedules are updated every two weeks. Any scheduling issues are brought to senior management for review with the team after updates. Schedules are provided to the client during meetings and provided monthly in an update with our pay application.

Safety & Security



- **Quality Control.** We have established a rigorous quality program, including regular inspections and adherence to industry Best Practices, to ensure that the final product meets or exceeds your expectations. In addition, we have a general superintendent that walks each project site to ensure that all work adheres to the contract documents and Broaddus Construction standards. Regular walkthroughs with executive leadership also reinforce the quality standards of our company and **City of Edinburg**.
- **Safety Measures.** Our team prioritizes safety on the job site. We will implement comprehensive safety protocols, conduct regular safety meetings, and enforce strict adherence to safety regulations and guidelines. Regular walkthroughs with the executive leadership also reinforce the standards of our company and **City of Edinburg**.

Work Plan

A typical outline of a work plan would include the following:

- **Project Mobilization**
  - Set up temporary site facilities, including offices, storage, and utilities.
  - Install necessary safety measures and signage. The Broaddus Construction D-B Team will develop a site utilization plan that we will coordinate with facility management for deliveries, material storage, worker parking, building access and waste management.
- **Site Preparation & Demolition**
  - Evaluate the existing construction area and prepare the site for construction activities.
  - Demolish any existing structures or partial structures as required.
- **Construction & Renovation**
  - Execute the construction work according to the approved plans and specifications.
  - Coordinate with subcontractors and suppliers for efficient workflow.
  - Regularly monitor and manage the construction progress to ensure adherence to schedule and quality standards.
- **Interior Finishes & Systems Installation**
  - Install interior finishes such as flooring, ceilings, and painting.
  - Coordinate with subcontractors for the installation of mechanical, electrical, and plumbing systems.
- **Final Touches & Handover**
  - Perform a thorough inspection of the completed work.
  - Address any punch-list items and ensure their timely resolution.
  - Prepare the necessary documentation and conduct a final walkthrough to ensure your satisfaction.

Note that this work plan provides a very high-level overview of the major project phases and is subject to further refinement in collaboration with your facilities team and project stakeholders upon notice-to-proceed.

3.2: Communication Plan

At Broaddus Construction we believe communication and planning is key to success. As mentioned above, our team hosts weekly subcontractor meetings to keep all stakeholders abreast of the ongoing progress along with a 4-week look ahead schedule for planning deliveries and workforce.

Project Kickoff

Planning is Essential. Before the work starts, we look ahead to ensure all resources and prerequisites are in place for project success. We utilize a tool that allows us to analyze availability and future commitments to project a realistic, actionable plan for delivery. This tool utilizes historical data based on our extensive experience in the industry.

Next, we meet with the client, project team, consultants, and stakeholders to establish responsibilities, schedule, budget, scope, priorities, milestone dates, and deliverables. This creates a sense of ownership and responsibility for every team member. Following, a final outline of tasks and responsibilities will be presented to the client for approval.

Team Collaboration

Throughout all phases of a project, the Broaddus Construction D-B Team will make team collaboration and communication a priority. The key leadership team facilitates ongoing communication and supports a holistic, interactive, and engaging process from start to finish.

During planning and early design, the team engages the client along with key stakeholders, consultants, community members, and student-athletes in planning sessions, design charrettes, interviews, and focus groups to develop solutions that address the client's unique needs.

As the project moves forward, we continue to foster high-level collaboration with the client and consultants. We schedule design reviews, cost reconciliation meetings, and formal presentations following each design phase to ensure that plans are developed and approved appropriately. Our philosophy is to provide clients with all the information that we know at all points in the process, creating transparency in scope, schedule, and budget decisions.

Our processes for team collaboration have been time-tested and perfected over the last 53 years.



3.3: Example Records, Reports, Etc.

Broaddus Construction will utilize Procore as our company wide Project Management System. All aspects of the project are managed within Procore, such as construction documents, meetings, RFIs, submittals, change orders, buyout, quality, safety, punch list, and more. The field enabled mobile app empowers the entire project team to access the latest information and resources for the project. In addition, we integrate Egnyte, Trust Layer, and DocuSign with Procore for added value in compliance and workflow. Examples of records, reports, logs, monitoring systems, and information management systems that we commonly use include the following:

Records

- **Daily Construction Log.** This record will document the activities that took place on the project each day, including the weather, temperature, humidity, wind speed, and work completed.
- **Weekly Construction Report.** This report will summarize the work that was completed during the week, as well as any challenges or delays that were encountered.
- **Monthly Construction Report.** This report will provide a more detailed overview of the work that was completed during the month, as well as the project's overall progress.
- **Construction Drawings & Specifications.** These drawings and specifications would outline the design and construction requirements for the project.
- **Permitting Documentation.** This documentation will include all the permits that were obtained.
- **Subcontractor Agreements.** These agreements would outline the scope of work, schedule, and payment terms for each subcontractor on the project.
- **Material & Equipment Lists.** These lists will identify all the materials and equipment needed.

Reports

- **Progress Report.** This report will provide an overview of progress, including the percentage of work that has been completed, the project's current budget, and any potential risks or delays.
- **Cost Report.** This report will track the project's actual costs against the budgeted costs.
- **Schedule Report.** This report will track the project's actual schedule against the planned schedule.
- **Quality Control Report.** This report will document the results of all quality control inspections.
- **Safety Report.** This report will document all safety incidents and accidents.

Logs

- **Construction Log.** This log will document all the activities that took place on the project, including the weather, temperature, humidity, wind speed, and completed work.
- **Equipment Log.** This log will track the usage and maintenance of all equipment on the project.
- **Material Log.** This log would track the delivery and usage of all materials on the project.
- **Safety Log.** This log will document all safety incidents and accidents that occurred on the project.

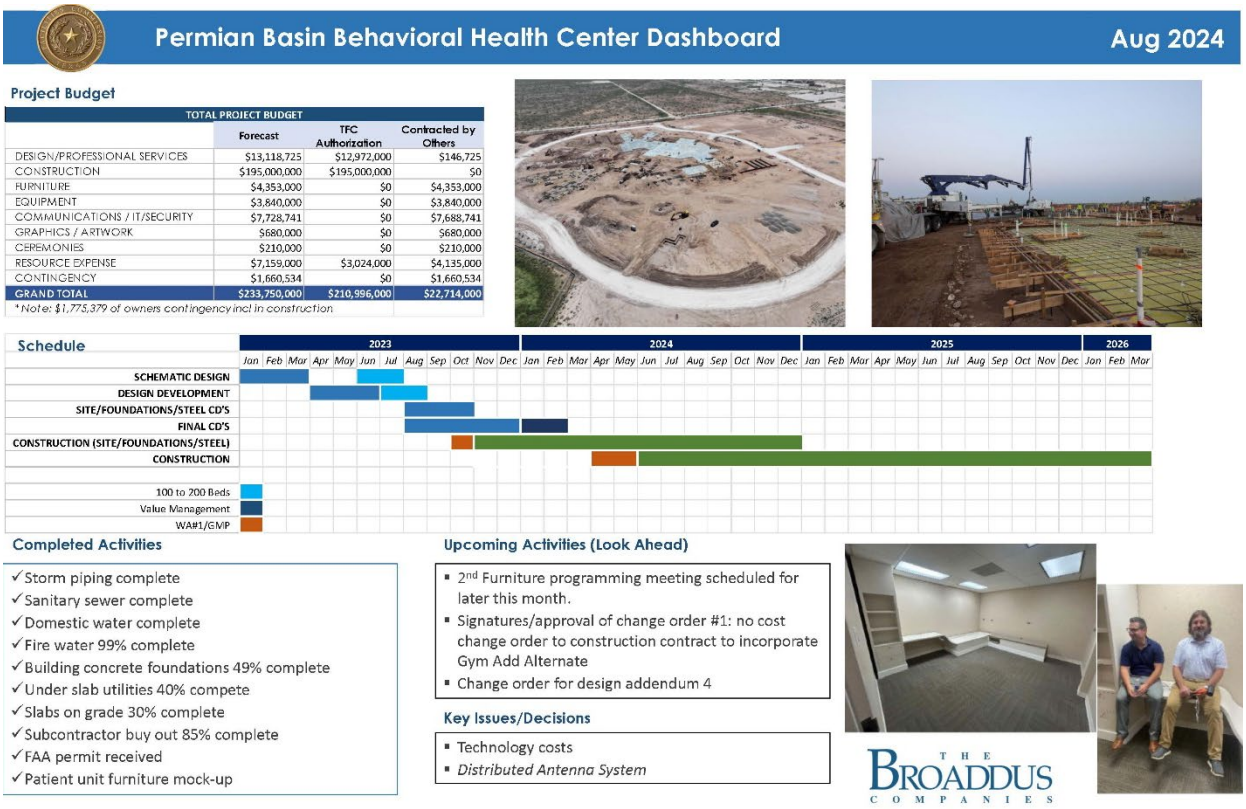
Monitoring Systems

- **Project Management Software.** This software tracks progress, budget, schedule, and quality.
- **Construction Scheduling Software.** This software creates and manages the project's schedule.
- **Construction Cost Control Software.** This software tracks the project's costs and budget.
- **Construction Quality Control Software.** This software manages the quality control program.
- **Construction Safety Software.** This software would be used to manage the project's safety program.

Information Management Systems

- **Document Management System.** This system would be used to store and manage all the project's documents, including drawings, specifications, reports, and logs.
- **Communication Management System.** This system manages communication between the teams.
- **Collaboration Management System.** This system facilitates collaboration between the project team.

Exhibit 3. Example PMIS Dashboard



Permian Basin Behavioral Health Center Dashboard — Aug 2024

Project Budget

TOTAL PROJECT BUDGET

	Forecast	TFC Authorization	Contracted by Others
DESIGN/PROFESSIONAL SERVICES	$13,118,725	$12,972,000	$146,725
CONSTRUCTION	$195,000,000	$195,000,000	$0
FURNITURE	$4,353,000	$0	$4,353,000
EQUIPMENT	$3,840,000	$0	$3,840,000
COMMUNICATIONS / IT/SECURITY	$7,728,741	$0	$7,688,741
GRAPHICS / ARTWORK	$680,000	$0	$680,000
CEREMONIES	$210,000	$0	$210,000
RESOURCE EXPENSE	$7,159,000	$3,024,000	$4,135,000
CONTINGENCY	$1,660,534	$0	$1,660,534
GRAND TOTAL	$233,750,000	$210,996,000	$22,714,000

* Note: $1,775,379 of owners contingency incl in construction

Schedule

2023 | 2024 | 2025 | 2026

SCHEMATIC DESIGN
DESIGN DEVELOPMENT
SITE/FOUNDATIONS/STEEL CD'S
FINAL CD'S
CONSTRUCTION (SITE/FOUNDATIONS/STEEL)
CONSTRUCTION

100 to 200 Beds
Value Management
WA#1/GMP

Completed Activities

- ✓Storm piping complete
- ✓Sanitary sewer complete
- ✓Domestic water complete
- ✓Fire water 99% complete
- ✓Building concrete foundations 49% complete
- ✓Under slab utilities 40% compete
- ✓Slabs on grade 30% complete
- ✓Subcontractor buy out 85% complete
- ✓FAA permit received
- ✓Patient unit furniture mock-up

Upcoming Activities (Look Ahead)

- 2nd Furniture programming meeting scheduled for later this month.
- Signatures/approval of change order #1: no cost change order to construction contract to incorporate Gym Add Alternate
- Change order for design addendum 4

Key Issues/Decisions

- Technology costs
- *Distributed Antenna System*

THE BROADDUS COMPANIES



3.4: Design & Construction Document Review

Constructability



Our D-B team will conduct a thorough constructability review of the design documents, identifying potential conflicts, inefficiencies, and cost-saving opportunities. **Jacque Judy is our director of pre-construction and has decades of D-B experience;** he along with Sam Giard, Joesph Gonzalez, and Andrew Bruskewitz will review and provide input at each phase of design. We utilize Redicheck, a 3rd-party engineering resource, to check the design drawings for potential coordination conflicts. This Best Practice verifies that documents are clear and that the design can be executed using standard tools, equipment, and methods. Our team actively engages with the design team to propose value engineering solutions that optimize project value while maintaining the project's vision and requirements. We identify and address potential issues early on, allowing for timely resolutions and smoother project execution.

While our team comprises specialists whose job it is to specifically review the documents prepared by the A/E for conformance with the owner's objectives, we have learned that – as much as anything else – the best way to ensure success is through effective frequent communication. In our experience, constructability programs can be beneficial for several reasons, including:

- Reduced Costs
- Increased Safety
- Improved Quality
- Improved Efficiency
- Reduced Schedule Delay

Constructability reviews will be an ongoing effort throughout preconstruction. Broaddus Construction will assess design and construction factors as well as consider long-term operation and maintenance goals of the building. Methods, processes, and materials will be assessed and documented in a monthly constructability report that is distributed to the project delivery team, owner and stakeholders.

To establish a strong foundation and continued commitment to quality throughout the project, we will establish multiple lines of communication including meetings, reports, and client job-walks to verify that client expectations are met. This will include a QA feedback component to all weekly project meetings and whatever executive meeting schedule is established. These sessions will address expectations related to scope, budget, schedule, communication, and related program elements.

3.5: City Outreach & Engagement

Joseph Gonzalez, Sam Giard, and Casey Wagner will host weekly owner meetings early on to keep all stakeholders abreast of the ongoing design progress throughout the design and as well as Owner-Architect-Contractor (OAC) meetings during the construction phase. We will develop executive level dashboard reports for your city project manager along Owner-Architect-Contractor (OAC) meeting minutes. We believe that thorough planning is the foundation for project success.

Our Design Project Manager will coordinate design review and page turn meetings throughout the design phase. Key design decisions will be communicated via project design meetings with city decision makers. Early approval of key design decisions will allow for long-lead items to be ordered in a timely manner, improving schedule and budgets.

4. D-B Project Experience

4.1: Relevant Project Examples

MEDICAL CITY DALLAS | PARKING GARAGE

Dallas, TX

The Medical City Dallas Building D Parking Structure was developed to replace a current surface lot and allows for the expansion of the Medical City Campus. The parking structure supplies 750 parking spaces for the campus and is located adjacent to the new medical office building that was being developed as part of the campus master plan. Due to the proximity of the building, a direct connection from the parking structure to the building was incorporated in the design to minimize the interaction of pedestrians and vehicles. The pedestrian bridge spans from the second level of the parking structure to the building and over the patient drop-off area.

The structure consists of a three-bay, 6-level, cast-in-place, post-tensioned concrete structural system. The vehicle ramping system was in the center bay so that the upbound vehicles were separated from the downbound vehicles. This improved the ramp flow capacity by reducing the number of vehicles in the circulation route while providing an opportunity for natural wayfinding. The upbound vehicles circulated past the main stair/elevator tower for a recognizable destination after finding a parking space. The center bay ramp also provided opportunities for achieving an architectural appearance that complimented the building. The perimeter of the parking structure was flat so that precast concrete spandrels could be incorporated.

WALKER CONSULTANTS

Project Features

- ✓ 750 Spaces
- ✓ 6 levels
- ✓ Cast-in-Place, Post-Tensioned Concrete
- ✓ D-B Delivery

Project Solutions

- ✓ Walker Provided Structural, Functional, Mechanical, Electrical, Plumbing, & Fire Protection Services

Project Benefits

- ✓ Replaced Current Surface Lot
- ✓ Aided Campus Expansion



CITY OF FRISCO | STONEBRIAR CENTRE PARKING GARAGE

Frisco, TX

The Stonebriar Centre Parking Structure provides 1,000 parking spaces for visitors to KidZania, the mall, the hotel, and the convention center. In collaboration with the City of Frisco, Brookfield Properties was interested in a facility that would not feel like a typical parking structure. The upper level of the garage serves as the arrival point to the main entrance lobby of the new 18-story hotel and conference center. It was essential to the Owner and City that this deck level does not feel like a concrete roof. Irrigated landscaping and pedestrian elements were installed from the at-grade to the hotel's main lobby to enhance this desired sense of arrival and make this level feel more like an at-grade entry.

WALKER CONSULTANTS

Project Features

- ✓ 1,000 Spaces
- ✓ Upper Deck Supports Fire Truck Loads

Project Solutions

- ✓ Provided Structural Engineering & Functional Design Services

Project Benefits

- ✓ Innovative Parking Solution Allowing Visitors to Access their Destination via 2 'At-Grade' Levels

The City of Frisco goes beyond coding minimum standards regarding the life safety of its citizens. The open structure has sprinklers throughout. The upper-level deck is not designed for typical passenger vehicles, but for the City's custom fire apparatus to handle incidents more effectively.



The additional structure required to achieve this and the complexity of an eccentric garage footprint at the connected hotel's elevated main lobby entrance required careful coordination between all three projects. The generous clear height at-grade allows for the passage of buses, delivery trucks, and interior fire lane access.

The garage exists in an area that previously had a major grade change. This provided an opportunity for the project to give the users two 'at-grade' levels instead of the feeling of having to park on the upper floor. Utilizing a large, landscape-concealed retaining structure, the existing grade was cut back. Users parking at the lower level have direct pedestrian and vehicular access to the mall and KidZania entrance. Users parking at the upper level have direct pedestrian and vehicular access to Nordstrom, the mall, and the drop-off points for the new hotel and conference center. Both levels can be accessed between the existing grade and the deck at multiple points.

CITY OF WAXAHACHIE | PARKING GARAGE

Waxahachie, TX

Walker provided structural engineering and functional design services for the 132,000-SF parking structure. The vehicle entrance is centered in the southern facade, with traffic patterns designed to eliminate vehicle turning conflicts. During business hours, it is used by county employees, visitors and retail customers. In the evenings, the parking structure is used by visitors and retail customers.

This project included the design and construction of three separate buildings – a jail expansion, a new courthouse and a new parking structure.

WALKER CONSULTANTS

Project Features

- ✓ 310 Spaces
- ✓ 3 Levels
- ✓ Field-Topped Double Tees
- ✓ Future Expansion Capability
- ✓ Precast Floor System
- ✓ Precast Prestressed Concrete
- ✓ Stonework Creates Connection with Surrounding Historic Buildings

Project Solutions

- ✓ Structural Engineering and Functional Design Services
- ✓ Traffic Patterns Designed to Eliminate Vehicle Turning Conflicts

Project Benefits

- ✓ Supplies Parking for County Employees, Visitors and Retail Customers for Both County and Community Functions
- ✓ Proximity Card Access Control System for City to Close Structure When Needed



CITY OF TYLER | FAIR PLAZA PARKING GARAGE

Tyler, TX

The city's first-ever parking structure was designed with inspiration from historical buildings that were demolished in the downtown core. The structure's window frames reflect the architectural style of the surrounding historical buildings. Before the construction began, a supply and demand study, along with a preliminary financial analysis, was conducted to assess the City's parking needs. Additionally, a canopy has been integrated at the garage's entrance, which is intended to serve as a future bus stop or multi-modal hub for the downtown area.

WALKER CONSULTANTS

Project Features

- ✓ 384-Space, 4-Level, Cast-in-Place, Concrete Parking Structure
- ✓ Architecture Matches Surrounding Historical Buildings

Project Solutions

- ✓ Supply and Demand Study and Preliminary Financial Analysis to Identify City's Parking Needs
- ✓ Prime Parking Design Services

Project Benefits

- ✓ 2015 Award of Excellence from the Texas Parking & Transportation Association
- ✓ 2015 Award of Merit from the Engineering News Record (ENR) Texas & Louisiana



CITY OF AUSTIN | AUSTIN BERGSTROM INTERNATIONAL AIRPORT PARKING GARAGE

Austin, TX

Walker was contracted by the project architect to assist with the design of a new 6,000 stall parking structure serving Austin-Bergstrom International Airport. Walker's scope included functional review and striping layout. As the project progressed, Walker was tasked with designing a single-stall automated parking guidance system (APGS) to provide visual directions to patrons regarding the availability of open stalls. The APGS signage plan was integrated into the ramping system and circulation system to enable efficient use. Lastly, Walker was tasked with re-designing the parking access and revenue control system (PARCS) for the entire airport to replace an aging system and add modern features, such as license plate recognition (LPR) and fuller integration with the Airport's loyalty program.

Project Features

- ✓ 6,000-Space Parking Structure to Accommodate Growth in Passenger Traffic
- ✓ Challenges with Integrating Vehicle and Pedestrian Flow with two Existing Garages and Surface Lots
- ✓ Challenges Guiding Patrons to Available Spaces in Such a Large Structure

Project Solutions

- ✓ Functional Design of New Structure
- ✓ Striping and Drive Aisle Layout
- ✓ APGS Design for New Parking Structure
- ✓ PARCS Design for Entire Airport

Project Benefits

- ✓ Additional Parking Capacity
- ✓ Better Revenue Control through LPR and Integration with Loyalty System and PARCS
- ✓ Seamless Patron Experience with APGS and Digital Signage



UNIVERSITY HEALTH | WOMEN'S & CHILDREN'S HOSPITAL & PARKING GARAGE

San Antonio, TX

Broaddus & Associates served as the Overall Program Manager for the University Health Women's & Children's Tower. UH is the public healthcare network for Bexar County, and is staffed in part by residents and faculty of UT Health San Antonio. The $838M expansion project was successfully completed in 4 phases while minimizing disruption to ongoing operations, keeping the entire Hospital open and in operation. The project added 700,000 SF of modern space, advanced technology, 299 licensed beds and houses the only Level-1 Trauma Center in South Texas.

Project Relevance

- ✓ **Close Coordination with Walker Consultants**
- ✓ **Project Management**
- ✓ **Multi-Level Parking Garage**

Extremely complex due to the inclusion of an Advanced Diagnostic Center (ADC) with Heart, Vascular, and Endoscopy Suites built in shell space within the existing Sky Tower, and an emphasis on using **cutting edge data/technologies**. Phase 1 included the new ADC on the 1st floor of the Sky Tower and the decommissioning of parking spaces in the existing north garage and two surface parking lots. The loss of these spaces was absorbed by sharing the staff's West Garage and shuttles from temporary off-campus lots.

In Phase 2, the north garage and surface lots were removed to clear the site for the new construction. Phase 3 was construction of the Tower & new garage including private patient rooms, separate EDs for pediatrics and obstetrics-gynecology, a 16-bassinet nursery, a dedicated women's health center and pediatric patient floorsPhase 4 added a new central kitchen and dining area, conference spaces, and expanded pharmacy areas for inpatient and discharged patient support.



UNIVERSITY OF NEW MEXICO HOSPITAL | CRITICAL CARE TOWER & PARKING GARAGE

Albuquerque, NM

Broaddus & Associates is serving as Program Manager on a new $752M Hospital Tower Project for the University of New Mexico Hospitals (UNMH) in Albuquerque. The program will include a 480,000-SF hospital tower with four 24-bed ICU units (96 beds), 16 operating rooms, diagnostic imaging and testing departments, medical offices, morgue, cafeteria, full basement, with central mechanical and electrical utilities plant.

Project Relevance

- ✓ **Close Coordination with Walker Consultants**
- ✓ **Project Management**
- ✓ **Multi-Level Parking Garage**

Also included is a 2,300-Car Parking Structure, including bridges to the hospital and a helipad. The project is proceeding with the anticipation to include a 38,000-SF Triage Emergency Center, which will expand the hospital's capacity as the only Level 1 trauma center in the State of New Mexico.



UNMH currently houses the only certified burn unit and designated stroke center in the state, and as the only children's hospital in New Mexico it is the state's sole source of 13 pediatric sub-specialties. As New Mexico's only academic medical center, it is the main teaching facility for the University of New Mexico School of Medicine. As a "safety net" hospital, UNMH serves a large percentage of the uninsured and under-insured population of the state. Dr. Paul Roth, chancellor of the Health Sciences Center, recently told regents that bed shortages force UNMH to deny 1,000 patient transfers from other hospitals around the state each year.

A future phase of the proposed building program will include the development of a new 100,000-SF medical office building on an adjacent site, with a second structured parking garage and second medical office building to follow. The Broaddus & Associates team is serving alongside UNMH facilities staff with a dedicated program management team through design and construction phases.

5. Current Construction Methods & Technology

5.1: Ensuring Project Success

Our Methodology has evolved from our vast experience and lessons learned as Owners Representatives and Program Managers are large programs and projects. It is centered around early-contractor involvement, which are proactive pre-con services and this has been applied for both CMAR and D-B projects. We have numerous technological applications to aid in our process. Procore technology is the centerpiece, to help centralize all communications with the owner, our design-build team, consultants, and sub-contractors. As the planning and design phases take shape, we utilize the Construction Industry Institute (CII) best practice called Project Definition Rating Index (PDRI) to evaluate the quality of the project information from the owners, designers, consultants during design phases. It helps bring the entire team together and illuminates any gaps in information. It is research proven to improve schedule and budget outcomes 99% of the time compared to projects that do not use PDRIs. We also use software like Togal.Ai and On-Screen-Takeoff (OST) to aid in estimating and creating budgets. We utilize Oracle's Primavera Cloud services to develop schedules and communicate progress with subs and owners. We utilize a service called Redi-Check which is an engineering firm that performs a computer-based analysis of design documents to check for coordination conflicts between disciplines. All these technologies aid in communication and coordination, but nothing takes the place of old-fashioned leadership and face to face communication.

5.2: Bid Package & GMP Development

Developing a construction work package is an essential aspect of project management within the construction industry. A work package is a detailed description of a specific scope of work that needs to be accomplished as part of a larger construction project and can be further organized by phases and levels of construction work areas, construction work packages and installation work packages as per the project execution plan. It serves as a clear and comprehensive guide for both the project team and contractors to understand what needs to be done, how it should be done, and the resources required to complete the work. Construction work package develop includes:

- **Scope Definition.** Clearly define the scope of work for the specific task or phase of the project. This should include a detailed description of what needs to be done, any specifications or standards that need to be followed, and the expected outcomes.
- **Objectives & Deliverables.** Outline the objectives of the work package and specify the deliverables that are expected upon completion. These deliverables could be physical components, documents, reports, or any other tangible outcomes.
- **Tasks Breakdown.** Break down the scope of work into smaller, manageable tasks. Each task should have a clear description, its own set of objectives, and a list of deliverables associated with it.
- **Task Sequencing.** Arrange the tasks in a logical sequence. Some tasks might be dependent on the completion of others, so make sure to identify any dependencies to create an accurate timeline.



- **Resource Allocation.** Specify the resources required for each task. This includes materials, equipment, tools, labor, and any other resources necessary for successful completion.
- **Timeline & Schedule.** Assign estimated start and end dates to each task and create an overall timeline for the work package. This will consider task dependencies and resource availability.
- **Budget & Cost Estimates.** Provide cost estimates for each task, including labor and material, equipment rental, and any other relevant expenses.
- **Quality Standards.** Clearly define the quality standards and expectations for the work. This could include compliance with industry standards, codes, and regulations.
- **Risk Assessment.** Identify potential risks and challenges associated with the work package. Develop strategies to mitigate these risks and ensure smooth progress.
- **Communication & Reporting.** Specify communication protocols and reporting requirements. Determine how progress will be tracked and how updates will be provided to stakeholders.
- **Approval Process.** Outline the process for review, approval, and acceptance of the work package. This could involve obtaining approval from project managers, stakeholders, and relevant authorities.
- **Documentation.** Compile all the information into a comprehensive document that serves as the work package. This document will be shared with contractors, subcontractors, and the project team.

The goal of a construction work package development is to provide a clear roadmap for successfully completing a specific portion of a construction project. It should be detailed enough to guide the work but flexible enough to accommodate changes or unforeseen circumstances. Effective development and communication of work packages contribute to better project management, resource utilization, and overall project success.

The key to success with either of the GMP approaches described above is the alignment of all stakeholders' understanding of the program. Simply said, our preconstruction team will work to ensure the project scope is documented with conventional drawings and specifications.

The early phase of design (Schematic) depicts fewer details in the drawings, and the specifications may be general outlines. It is appropriate to include a contingency in the construction estimate to 'anticipated' scope that will likely be required, but not yet reflected in the drawings and specifications. Understandably, a higher contingency is included at Schematic Design, however the contingency reduces at each design milestone as the design develops and the drawings and specifications become more complete. Depending on the project complexity, we typically see contingency to be 10-15% at SD, 7-10% at DD, and 4-7% at CD's.

If **City of Edinburg** prefers the GMP to be delivered at 50% CD's, there will be various details missing from the bid documents. It would be normal to have incomplete finish schedules, doors schedules, millwork details, and reflected ceiling plans, to name a few. Broaddus Construction is experienced with early GMP's, and our mission would be to 'fill in the blanks' for any missing details with a narrative description.

Reconciling 100% Documents with Early GMP Documents



There are some key elements within our process that will help the team arrive at an early GMP prior to completion of the construction documents. An early GMP will provide the team with our open-book estimate, which will include a narrative description of all assumptions, qualifications, and exclusions. When schedules or door schedules are incomplete, we will prepare a narrative document to serve as an informal 'checklist' for the team to evaluate and determine the best approach to fill in the gaps. After the GMP is established and the 100% construction documents are completed weeks/months later, the narrative document will serve as a reference against which the team can compare to the final design – line item by line item. For example, if the early GMP narrative indicated terrazzo flooring was included but the 100% construction documents decided on a less expensive flooring, there would be a deductive change order to align the final scope of work with the budget.

5.3: Cost Control

Fiduciary responsibility begins immediately with the Notice to Proceed and continues to project estimates will be updated to ensure the project is tracked on budget. If the milestone budgets are trending upward, we will collaborate with the design team and project stakeholders to take the appropriate measures to ensure the budget is maintained before proceeding to the next phase.

Broaddus Construction's approach for estimating costs during the design and construction document phases combines experience, Best Practices, and a commitment to bringing projects into budget while maintaining quality. Our team employs the following methods to provide accurate cost estimates:

Conceptual Estimating

Using our experience and historical data, we develop conceptual cost estimates based on preliminary designs and specifications. These estimates serve as a benchmark to guide the design process and ensure alignment with budgetary constraints.

- **Cost Feedback Loop.** We establish a robust feedback loop with the Owner, Architect, and design team. By actively engaging in design development meetings, we provide timely feedback on the cost implications of design decisions. This collaborative approach allows for informed decision-making, value engineering, and cost optimization while preserving the project's vision.
- **Detailed Quantity Takeoffs.** Our estimators conduct comprehensive quantity takeoffs at every design iteration. These takeoffs include accurate measurements of materials, labor requirements, equipment, and other project-specific elements. This allows us to track changes through the design milestones, while reacting and informing the project team of cost-impacts. Further, we do this while utilizing industry-leading software and internally created historical cost databases to ensure the accuracy and efficiency of our process.
- **Subcontractor Input.** We leverage our extensive network of reliable subcontractors and suppliers to gather input during the design phase. Their expertise and feedback help validate our cost estimates.

Budget Constraints

We also understand the importance of delivering projects within budgetary guardrails. This often requires the flexibility of incorporating design changes throughout the design phases phase. Our approach to providing in-budget projects includes:

- **Cost Management Strategies.** Throughout the design and construction documents phases, we employ rigorous cost management strategies. This includes continuous cost tracking, analysis, and value engineering exercises to identify cost-saving opportunities without compromising quality.
- **Collaborative Value Engineering.** We collaborate closely with the Owner, Architect, and design team to explore value-engineering options. Our team assesses alternate materials, construction methods, and systems that offer cost savings while maintaining the project's performance requirements. This collaborative approach ensures that cost-cutting measures are evaluated and implemented with full consideration of their impact on project outcomes.
- **Guaranteed Maximum Price (GMP).** As requested, we anticipate submitting the GMP within 30 days prior to the completion of the construction documents phase. Our GMP proposal will provide a comprehensive breakdown of all project costs, including labor, materials, equipment, overhead, and contingencies. The GMP will be based on our detailed cost estimates, considering the design refinements and final specifications achieved during the construction documents phase.

Our firm's meticulous cost estimation methods, combined with our commitment to value engineering and cost management, enable us to bring projects into budget without compromising quality or schedule. We understand the importance of fiscal responsibility and strive to provide accurate and transparent cost estimates throughout the project lifecycle.

5.4: Quality Program

Our Project Managers will pull from our team's large resource pool of special subject matter experts to support QC reviews as needed. Our team has a strong grasp on the facility types identified in the solicitation and understands the equipment, systems, building materials, and components that are both cost-effective, and that meet performance requirements and quality standards required.

To establish a strong foundation and continued commitment to quality throughout the project, we will establish communications resources to verify that client expectations are met. This will include a QC feedback component for all weekly project meetings and whatever executive meeting schedule is established.



Quality Requirements & Means of Measurement

Our team develops process flow charts that detail how quality control and quality assurance programs are managed by working specifically with our clients to ensure these programs are properly tailored.

- A/E Document Quality Assurance Program
- Construction Manager Document Quality Control Program
- Owner/Project Manager Design Document Phase-by-Phase Review Plan
- Field Inspection Plan







Establishing Quality Assurance Processes

We implement our quality assurance and quality control programs to ensure that expectations and standards are achieved throughout the life cycle of the project. These programs establish guidelines using proven Best Practices that conform to design standards, implementation of review at multiple levels, and strict adherence to detail.

- **Review Programs.** Broaddus Construction identifies key project team members specifically to review documents for standards compliance. Thus, we begin the process of standards compliance before the design begins by effectively communicating the goals of the project to the architect and its teammates. We believe it is much more effective to begin the design process with an appreciation of the goals and objectives, rather than correcting errors later which could easily have been avoided.
- **Project Definition Rating Index (PDRI).** As part of our Quality Assurance Program, we conduct PDRI sessions as programs and designs of the projects progress. The PDRI system is a Construction Industry Institute Best Practice as a means of assessing the quality and status of documents.
- **Constructability.** This Best Practice verifies that documents are clear and that the design can be executed using standard tools, equipment, and methods. If construction phases are involved, the documents will be reviewed to determine how the construction project will progress and make sure it is possible without conflicts.
- **Gross Area Analysis.** During Design Development, tests of Gross Area will be undertaken again to identify and correct sources of scope creep. Collision detection will be possible through the merging of Structure, MEP, Civil, and Architectural BIMS in Navisworks. We will coordinate/conduct Collision Detection Meetings, Program Definition Rating Index Work Sessions, Constructability Reviews, and develop Confirming Estimates.

5.5: Value Engineering

Value engineering analysis is an integral part of our approach to projects. We utilize value engineering to identify opportunities for cost savings, improved functionality, and enhanced project performance.



Collaborative Workshops

We conduct workshops with the project stakeholders, including the owner, architect, and relevant consultants, to explore value engineering options. We encourage open dialogue to identify potential design modifications, material substitutions, and construction approaches that can optimize costs while meeting project objectives.

Detailed Cost-Benefit Analysis

Our team performs comprehensive cost-benefit analyses for value engineering proposals. We evaluate the potential impact of each proposal on the project's budget, schedule, performance, and long-term value. This enables us to present well-informed recommendations to the project team.



6. Innovative Design & Construction Methods

6.1: Innovation

For the past 60 years, our team member, Walker Consultants, has been a leader in parking design and innovation, shaping industry standards and advancing best practices. The company authored the only comprehensive textbook on Parking Structures, detailing planning, design, and maintenance. Walker also developed the Functional Design criteria featured in the AIA *Architectural Graphic Standards* and created a Level of Service-based methodology to evaluate critical factors such as turning movements, flow capacity, stall and aisle widths, pedestrian walkability, lane queuing, and service rates. Additionally, Walker established the lighting standards for parking garages adopted by the Illumination Engineering Society of North America (RP20-98).

Walker's contributions extend to active participation in shaping codes and guidelines for parking structures. The company is a member of the International Building Code Committee, influencing parking garage design, and serves as a technical advisor for ASCE 7 on wind and seismic design standards. Furthermore, Walker dedicates more than 4,000 hours annually to innovative research and operational improvement projects, ensuring continuous advancements in parking design and functionality.

Additionally, we use a CII best practice called PDRI during design phases to ensure the quality of the project information and design requirements are identified. This CII best practice is proven to improve project outcomes. We also use a Redi-check process to analyze design documents for potential clashes or coordinate conflicts. On a recent project in the Permian Basin, we uncovered over 400 clashes, which the designer was able to correct before the final CD set avoiding potential change orders/delays.

6.2: Research & Education Initiatives

Emerging Technology

Broaddus Construction and its affiliates are researching and piloting new AI technologies in pre-construction, estimating and even project quality and production. One such current pilot program is the use of Togal.AI, which uses AI in their proprietary estimating software to help verify quantity take offs and improve estimates. Jacque Judy leads our Pre-Construction Center of Excellence, bringing experts from our companies together to pilot, assess, and implement new technology applications for services on our projects. Broaddus Construction and our lead scheduler Andrew Bruskewitz have also implemented the latest version of Primavera (P6) using Oracle's Primavera Cloud (OPC) services. We have been using and testing OPC, which fuses project management and Generative AI. Oracle is embedding a prototype of Generative AI in Oracle Primavera Cloud to help streamline the scheduling process. Jacque Judy and Andrew Bruskewitz will be actively involved with Joseph Gonzalez and Sam Giard using technologies such as these during the design phase and interacting with our design partners.

Continuing Education

Our team has engaged with local educational training programs that expose students at community colleges, trade schools and high schools to the design and construction industry. We have participated in internship programs at South Texas College, Alamo Colleges, and Texas State Technical College, and have employed a multitude of interns over the past 20 years. We're also engaged with similar training initiatives with local government, such as the City of San Antonio's "Ready to Work" program. As a reflection of our commitment to educational development in the communities where we work and live, we have endowed scholarships at the University of Texas Rio Grande, Texas A&M University System, and South Texas College.

7. References

Broaddus Construction References

Reference #1	
Project Name	La Sienna | Multi-Family Complex
Owner Name	World Development
Owner Contact	David Salazar
Telephone	210.415.0675
Email	dsalazarsatx@yahoo.com
Length of Business Relationship	5 Years
Project Description	Three multi-family projects.

Reference #2	
Project Name	College of the Mainland | Parking Upgrades
Owner Name	College of the Mainland
Owner Contact	Timothy "Bo" Bacon, Director of Facility Services
Telephone	409.933.8404
Email	tbacon@com.edu
Length of Business Relationship	1 Year
Project Description	Parking & Campus Upgrades

Reference #3	
Project Name	Staccato Manufacturing | Headquarters
Owner Name	Staccato Manufacturing
Owner Contact	Nate Horvath
Telephone	650.906.9495
Email	nhorvath@prairiefire.com
Length of Business Relationship	3 Years
Project Description	Manufacturing facility

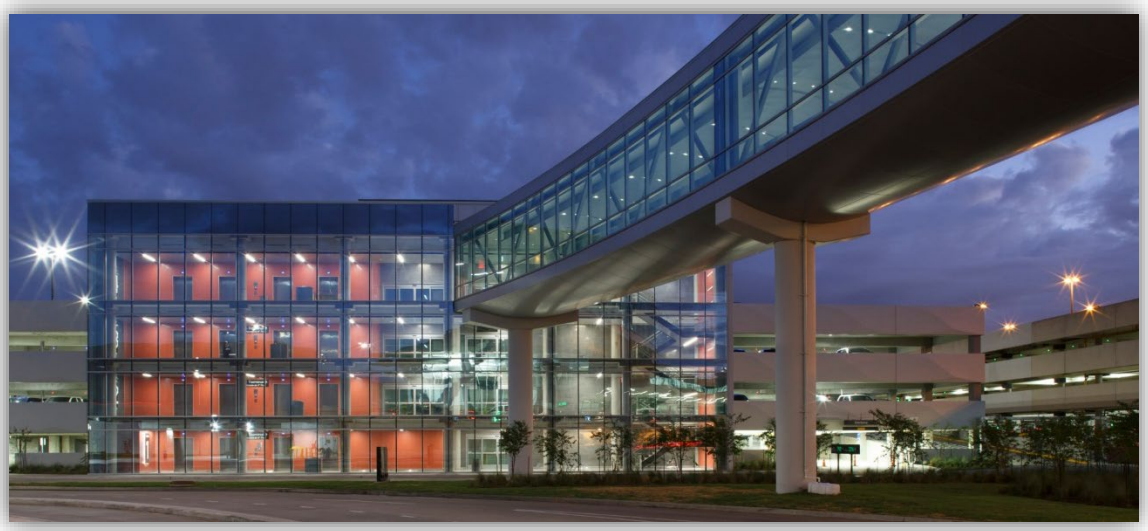


Walker Consultants References

Reference #1	
Project Name	City of Tyler | Plaza Garage | Tyler, TX
Owner Name	City of Tyler
Owner Contact	Carter Delleney | City Engineer
Telephone	903.531.1126
Email	cdelleney@tylertexas.com
Length of Business Relationship	18 Months
Project Description	Prime design services for the city's first ever parking structure, including a 384-space, 4-level, cast-in-place, concrete parking structure.

Reference #2	
Project Name	Medical City Dallas | Parking Garage | Dallas, TX
Owner Name	SpawGlass Construction Corporation
Owner Contact	Lloyd Faver | President
Telephone	Office: 817.288.0890 | Cell: 817.822.3394
Email	Lloyd.Faver@SpawGlass.com
Length of Business Relationship	20 Months
Project Description	This project involved both structural and functional D-B elements, including 772 parking spaces across 6 levels, along with various site improvements.

Reference #3	
Project Name	William P. Hobby Airport | Parking Garage | Houston, TX
Owner Name	Houston Airport System
Owner Contact	Liliana (Lily) Rambo, CM, CAPP | Chief Terminal Management Officer
Telephone	713.641.7712
Email	liliana.rambo@houstotx.gov
Length of Business Relationship	24 Months
Project Description	Design services for a 4-level, 3,000-space parking garage to support anticipated growth by 2030.



Milnet Architects References

Reference #1	
Project Name	Federal Motor Carrier Safety Administration | Port of Entry – Southern Border Upgrade
Owner Name	City of McAllen
Owner Contact	Zef Mendoza | Project Manager
Telephone	956.867.7599
Email	zmendoza@mcallen.net
Length of Business Relationship	2019 – 2020
Project Description	A total of four structures: the Federal Motor Carrier Safety Administration Office (1,800 SF), new inspection concrete pit with metal canopy (1920 SF), a 600-SF passenger waiting area with metal canopy and fixed furniture.

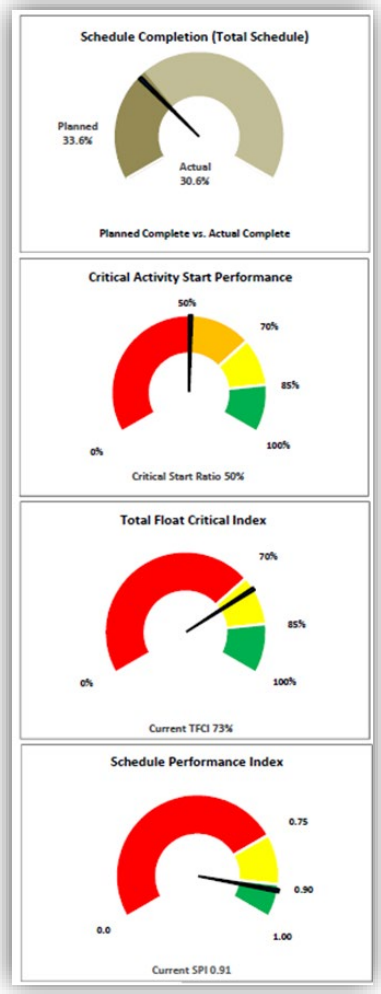
Reference #2	
Project Name	Starr County | Courthouse Rehabilitation – Phase I
Owner Name	Starr County
Owner Contact	Judge Eloy Vera
Telephone	956.716.4800
Email	eloy.vera@co.starr.tx.us
Length of Business Relationship	18 Months
Project Description	Re-roofing, mechanical, electrical, life safety and security system upgrades. Parking lot restriping and lighting improvements.

Reference #3	
Project Name	PSJA Early College High School & Memorial ECHS Renovations
Owner Name	PSJA ISD
Owner Contact	Rafael Gonzalez | Operations Administrator/ Construction
Telephone	956.354.2000
Email	rafael.gonzalez@psjaisd.us
Length of Business Relationship	2022 – 2024
Project Description	Campus-wide Re-roofing & HVAC upgrades at the ECHS campus and at the Memorial campus, replacing the existing chillers and its housing and upgrades to the building envelope that also included exterior window replacement.

8. Ability to Meet Budget & Schedule

8.1: Schedule Enhancements

Broaddus Construction develops milestone work schedules using our Best Practice Scheduling techniques. This begins by working with the project team through a progressive process that establishes the owner's schedule goals. This involves collaborating with the owner to assess the viability of their goals and make forecasts of what is possible to achieve in terms of funding hurdles, land and/or building acquisition, design team procurement, design phase durations, bidding timelines, CM selection, construction mobilization, excavation, foundations, structure, dry-in, interiors, equipment procurement, installation, and occupancy. We often utilize pull-planning during Schedule Optimization Workshops involving all team members in setting final project milestones for phased document completion, bid dates, enabling project completion, construction durations, equipment procurement and installation lead times and occupancy targets.



Fast-Track Scheduling & Project Phasing

Critical Path Method Schedule Development

The Broaddus Construction D-B Team will employ various proven project control systems, management reports, and monitoring systems to ensure the project remains on schedule. We will utilize a comprehensive CPM schedule that will be actively maintained by the project manager.

The CPM (P6) schedule will be used to develop the project baseline schedule, look-ahead schedules, submittal schedule and milestone schedule. It will be updated monthly and submitted with the Application for Payment to all key project participants. In addition, the schedule will highlight key activities and milestones to assist review and tracking. The steps in developing a CPM schedule are:

- **Identify the Deliverables.** The first step is to identify all the activities that need to be completed.
- **Determine the Dependencies.** Once the activities have been identified, the next step is to determine the dependencies between the activities. This means identifying which activities must be completed before others can begin.
- **Estimate the Duration.** The next step is to estimate the duration of each activity. This can be done by considering the resources that will be needed to complete the activity, as well as the complexity.
- **Create a CPM Schedule.** A graphical representation of the project schedule shows the activities, their dependencies, and their estimated durations.
- **Calculate the Critical Path.** The critical path is the longest path through the CPM schedule. It is the sequence of activities that must be completed on time for the project to be completed on time.

Once the critical path has been identified, the project delivery team can focus their attention on ensuring that the critical activities are completed on time.

8.2: Schedule Development & Maintenance

Broaddus Construction will employ various proven project control systems, management reports and monitoring systems to ensure the project remains on schedule. We will utilize a comprehensive CPM schedule that will be actively maintained by the project manager.

The CPM schedule will be used to develop the project baseline schedule, look-ahead schedules, submittal schedule and milestone schedule. It will be updated monthly and submitted with the Application for Payment to all key project participants. In addition, the schedule will highlight key activities and milestones under control of **City of Edinburg** to assist review and tracking. The steps involved in developing a Critical Path Method schedule are:

- **Identify the Deliverables.** The first step is to identify all the activities that need to be completed.
- **Determine the Dependencies.** Once the activities have been identified, the next step is to determine the dependencies between the activities. This means identifying which activities must be completed before others can begin.
- **Estimate the Duration.** The next step is to estimate the duration of each activity. This can be done by considering the resources that will be needed to complete the activity, as well as the complexity.
- **Create a CPM Schedule.** A graphical representation of the project schedule shows the activities, their dependencies, and their estimated durations.
- **Calculate the Critical Path.** The critical path is the longest path through the CPM schedule. It is the sequence of activities that must be completed on time for the project to be completed on time.

Once the critical path has been identified, the project delivery team can focus their attention on ensuring that the critical activities are completed on time. This may involve setting up milestones, monitoring progress, and taking corrective action.



8.3: Cost Control Philosophy

Fiduciary responsibility begins immediately with the NTP. If the milestone budgets are trending upward, we will collaborate with the design team and project stakeholders to take the appropriate measures to ensure the budget is maintained before proceeding to the next phase.

Target Value Design:

Rather than Estimate Based on Detailed Design – Design Based on a Detailed Estimate.

The Broaddus Construction D-B Team approach for estimating costs during the design and construction document phases combines experience, Best Practices, and a commitment to bringing projects into budget while maintaining quality.

Conceptual Estimating

Using our experience and historical data, we develop conceptual cost estimates based on preliminary designs and specifications. These estimates serve as a benchmark to guide the design process and ensure alignment with budgetary constraints.

- **Cost Feedback Loop.** We establish a robust feedback loop with the owner, architect, and design team. By actively engaging in design development meetings, we provide timely feedback on the cost implications of design decisions. This collaborative approach allows for informed decision-making, value engineering, and cost optimization while preserving the project's vision.
- **Detailed Quantity Takeoffs.** Our estimators conduct comprehensive quantity takeoffs at every design iteration. These takeoffs include accurate measurements of materials, labor requirements, equipment, and other project-specific elements. This allows us to track changes through the design milestones, while reacting and informing the project team of cost-impacts. Further, we do this while utilizing industry-leading software and internally created historical cost databases to ensure the accuracy and efficiency of our process.
- **Subcontractor Input.** We leverage our extensive network of reliable subcontractors and suppliers to gather input during the design phase. Their expertise and feedback help validate our cost estimates.

Budget Constraints

We also understand the importance of delivering projects within budgetary guardrails. This often requires the flexibility of incorporating design changes throughout the design phases phase. Our approach to providing in-budget projects includes:

- **Cost Management Strategies.** Throughout the design and construction documents phases, we employ rigorous cost management strategies. This includes continuous cost tracking, analysis, and value engineering exercises to identify cost-saving opportunities without compromising quality.
- **Collaborative Value Engineering.** We collaborate closely with the Owner, Architect, and design team to explore value-engineering options. Our team assesses alternate materials, construction methods, and systems that offer cost savings while maintaining the project's performance requirements. This collaborative approach ensures that cost-cutting measures are evaluated and implemented with full consideration of their impact on project outcomes.

Our firm's meticulous cost estimation methods, combined with our commitment to value engineering and cost management, enable us to bring projects into budget without compromising quality or schedule. We understand the importance of fiscal responsibility and strive to provide accurate and transparent cost estimates throughout the project lifecycle.

9. Execution of Offer Letter & Agent Certification

A. Execution of Offer

SECTION 5
EXECUTION OF OFFER
CITY OF EDINBURG, TEXAS

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S RFQ. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR RFQ.

1. By signature hereon, the respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein, and as set forth in the Design-Build Statute.

2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or City representative in connection with the submitted RFQ. Failure to sign hereon, or signing with a false statement, shall void the submitted RFQ or any resulting contracts, and the respondent shall be removed from all vendor lists of the City.

3. By signature hereon, respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the City's option, may result in cancellation of any resulting contract or purchase order.

4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the RFQ directly or indirectly to any competitor or any other person engaged in such line of business.

5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this RFQ.

7. By signature hereon, the respondent certifies as follows:

   "Under Section 231.006, Texas Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

   "Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract

and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

"Under Section 2254.004, Texas Government Code, the respondent certifies that each individual or business entity which is an engineer or architect proposed by respondent as a member of its team was selected based on demonstrated competence and qualifications only."

8. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the City, or the respondent has not been an employee of the City within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the City entering into any contract with the respondent.

9. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 3.102, Article 601b, V.T.C.S.)

10. The respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.

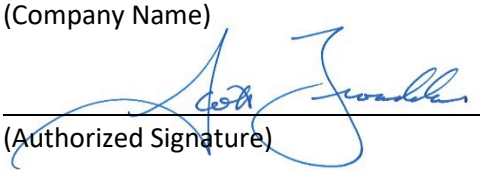
11. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Complete the following:

FEI No:	26-3156240
If Sole Owner:	James Broaddus, Ph.D., P.E.
SS No:	Provided Upon Selection
If a Corporation:	
State of Incorporation:	Texas
Charter No:	5XPS7

Submitted By:

Broaddus Construction
(Company Name)



(Authorized Signature)

Scott Broaddus
(Printed Name)

Vice President
(Printed Title)

January 28, 2025
(Date)

1100 E. Jasmine Ave., Suite 102
(Street Address)

Texas, 78501
(Owner, State, Zip Code)

512.329.8822
(Telephone Number)

B. Bond & Insurance

LOCKTON
UNCOMMONLY INDEPENDENT

January 28, 2025

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

RE: Broaddus Construction, LLC
RFP No.: 20025-002 Design-Build Services for the Edinburg Downtown Parking Garage

To Whom it May Concern:

Please be advised that Markel Insurance Company is the surety of record for Broaddus Construction, LLC. Lockton Companies, LLC represents Broaddus Construction, LLC as their broker and Attorney-in-Fact for Markel Insurance Company. They have demonstrated superior technical expertise along with a high degree of professionalism in all matters.

Markel Insurance Company is listed on the Federal Registry and has an A.M. Best rating of A. Markel Insurance Company is prepared to consider single projects in excess of $50,000,000.00 with an aggregate capacity in excess of $150,000,000.00. Currently, there is $25,000,000 of surety capacity in use. Broaddus Construction, LLC may be bonded for each stage/phase of the project, with a potential maximum construction cost of Six Million Two Hundred Thousand and 00/100 dollars ($6,200,000.00).

Issuance of the bonds is subject to application of Markel's usual and customary underwriting standards and risk selection criteria, including satisfactory contract terms and conditions, satisfactory bond forms, and receipt and satisfactory review of current underwriting information from our client, evidence of adequate owner financing and the appropriate request form from our contractor for us to provide the bonds. This letter does not constitute an assumption of liability. The issuance of bonds in connection with this Project is a matter solely between Markel Insurance Company and the Contractor. We assume no liability to you or any third party by the issuance of this letter.

Sincerely,
Markel Insurance Company

Kelly Wolff
Attorney in Fact

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

LOCKTON COMPANIES
751 Arbor Way, Suite 250, Blue Bell, PA 19422
860.678.4000
lockton.com

January 28, 2025

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

Re: Broaddus Construction, LLC
Design-Build RFQ - Edinburg Downtown Parking Garage located 201 N. Closner Blvd, Edinburg, TX 78541.

To Whom It May Concern:

Please be advised that Stonington Insurance Co. (a QBE Insurance Group Ltd. Company) is the General Liability company for Broaddus Construction, LLC. Lockton Companies, LLC represents Broaddus Construction, LLC as their broker of record and licensed representative of QBE Insurance Group Ltd. Broaddus Construction LLC has demonstrated superior technical expertise along with a high degree of professionalism in all matters.

QBE Insurance Group Ltd. has an AM Best rating of A, XV and provides Broaddus Construction, LLC with a $1M per occurrence and $2M aggregate General Liability. Additionally, QBE provides a $10M occurrence and $10M aggregate Umbrella Liability limit, which follows form over General Liability, Automobile Liability and Employers Liability policies purchased by Broaddus Construction, LLC.

Furthermore, Lockton Companies, LLC confirms that Broaddus Construction, LLC is in good standing and all premiums are paid as of the date of this letter.

Should you need any additional information, please do not hesitate to contact me.

Sincerely,

Geoff Rendina
VP, Account Executive
Northeast Construction Practice
Lockton Companies

Mobile 610.773.6234
Email: geoff.rendina@lockton.com

Attachment 1: Financial Statements

See attached.

Attachment 2: Dunn & Bradstreet Analysis

dun & bradstreet

Business Information Report Snapshot

BROADDUS CONSTRUCTION, LLC

D-U-N-S: 02-732-4860
ADDRESS: 1301 S Capital Of Texas Hwy Ste 302a, West Lake Hills, TX, 78746, United States
Date: 09/11/2024

RISK ASSESSMENT

SCORES AND RATINGS

Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US$ 44,000	67	69	23	8
	LOW-MODERATE RISK	MODERATE RISK	MODERATE RISK	HIGH RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW | LOW-MODERATE | MODERATE | **MODERATE-HIGH** | HIGH

Maximum Credit Recommendation

US$ 44,000

The recommended limit is based on a low-moderate probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABILITY CONCERNS
- Based on the predicted risk of business discontinuation: HIGHER THAN AVERAGE RISK OF DISCONTINUED OPERATIONS OR BUSINESS INACTIVITY
- Based on the predicted risk of severely delinquent payments: MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months



When weighted by dollar amount, payments to suppliers average 19 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months



When weighted by dollar amount, payments to suppliers average 18 days beyond terms. Value is based on payments collected over the last **24 months**.

PAYDEX®

Based on 24 months of data

Austin, TX (Headquarters)

College Station, TX

Dallas / Ft. Worth, TX

El Paso, TX

Hattiesburg, MS

Houston, TX

McAllen, TX

Tupelo, MS

San Antonio, TX

Washington, DC

800.786.8689
BroaddusUSA.com

THE BROADDUS COMPANIES

We exist to advocate for owners and
dramatically improve the building process

Broaddus & Associates, Inc. and Affiliates

Combined Financial Statements as of and for the Year Ended December 31, 2020 and Independent Accountants' Review Report

MAXWELL & LOCKE RITTER

MAXWELL LOCKE & RITTER LLP
Accountants and Consultants
An Affiliate of CPAmerica International
tel (512) 370 3200 fax (512) 370 3250
www.mlrpc.com

Austin: 401 Congress Avenue, Suite 1100
Austin, TX 78701

Round Rock: 411 West Main Street, Suite 300
Round Rock, TX 78664

Independent Accountants' Review Report

To Management
Broaddus & Associates, Inc. and Affiliates
Austin, Texas

We have reviewed the accompanying combined financial statements of Broaddus & Associates, Inc. (a Texas S Corporation) and Affiliates, which are related through common ownership and management (combined, the "Company"), which comprise the combined balance sheet as of December 31, 2020, and the related combined statements of income, owners' equity and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the combined financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the combined financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Affiliated Company
ML&R WEALTH MANAGEMENT LLC
"A Registered Investment Advisor"
This firm is not a CPA firm

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the combined financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic combined financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the information and do not express an opinion on such information.

Maxwell Locke : Ritter LLP

Austin, Texas
July 7, 2021

Broaddus & Associates, Inc. and Affiliates

Combined Balance Sheet
December 31, 2020

Assets	
Current assets:	
Cash and cash equivalents	$ 10,141,709
Receivables:	
Trade, net	6,717,003
Retainage	857,199
Notes	500,000
Other	241,325
Prepaid expenses and other current assets	317,588
Total current assets	18,774,824
Advances to related parties	1,212,512
Property and equipment, net	374,489
Deferred tax asset	61,094
Goodwill	762,591
Investments in unconsolidated affiliates (Note 5)	108,050
Total	$ 21,293,560
Liabilities and Owners' Equity	
Current liabilities:	
Payables:	
Trade	$ 2,803,035
Retainage	1,142,662
Income taxes	17,678
Accrued expenses	968,953
Contract liabilities	1,153,008
Current portion of long-term debt	1,055
Total liabilities	6,086,391
Long-term debt, net of current portion	2,059,945
Total liabilities	8,146,336
Owners' equity:	
Stockholder's equity	9,530,760
Members' capital	3,616,464
Total owners' equity	13,147,224
Total	$ 21,293,560

See accompanying notes and independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Statement of Income
Year Ended December 31, 2020

Revenues	$ 46,720,660
Cost of revenues	36,831,864
Gross margin	9,888,796
Operating expenses	9,491,235
Income from operations	397,561
Other income:	
Interest income	67,713
Other income, net	72,070
Equity in earnings of unconsolidated affiliates	93,182
Total other income, net	232,965
Income before income taxes	630,526
Income tax expense	(16,591)
Net income	$ 613,935

See accompanying notes and independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Statement of Owners' Equity
Year Ended December 31, 2020

	Broaddus & Associates, Inc.				
	Common Stock		Retained Earnings	Members' Capital	Total Owners' Equity
	Shares	Amount			
Balance, December 31, 2019	1,000	$ 10	$ 8,332,063	$ 4,739,447	$ 13,071,520
Distributions	-	-	(177,097)	(361,134)	(538,231)
Net income	-	-	1,375,784	(761,849)	613,935
Balance, December 31, 2020	1,000	$ 10	$ 9,530,750	$ 3,616,464	$ 13,147,224

As of December 31, 2020, Broaddus & Associates, Inc. had authorized the issuance of 1,000,000 shares of $0.01 par value common stock.

See accompanying notes and independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Statement of Cash Flows
Year Ended December 31, 2020

Cash Flows from Operating Activities:	
Net income	$ 613,935
Adjustments to reconcile net income to net cash provided by operating activities:	
Provision for bad debt	50,120
Depreciation and amortization	165,969
Loss on disposal of property and equipment	2,216
Deferred tax benefit	(9,594)
Equity in earnings of unconsolidated affiliates	(93,182)
Changes in operating assets and liabilities:	
Trade receivables	1,347,502
Retainage receivables	(136,125)
Other receivables	(53,392)
Prepaid expenses and other current assets	(118,525)
Trade payables	(385,762)
Retainage payables	(847,927)
Income taxes payable	(23,135)
Accrued expenses	(7,156)
Contract liabilities	1,077,589
Net cash provided by operating activities	1,582,533
Cash Flows from Investing Activities:	
Distributions received from unconsolidated affiliates (Note 5)	10,298
Purchases of property and equipment	(106,737)
Net cash used in investing activities	(96,439)
Cash Flows from Financing Activities:	
Proceeds from long-term debt	2,211,100
Payments on long-term debt	(150,100)
Distribution to stockholder	(177,097)
Distributions to owners	(361,134)
Net cash provided by financing activities	1,522,769
Net change in cash and cash equivalents	3,008,863
Cash and cash equivalents, beginning of year	7,132,846
Cash and cash equivalents, end of year	$ 10,141,709
Supplemental Cash Disclosure-	
Cash paid for income taxes	$ 18,037

See accompanying notes and independent accountants' review report.

1. Organization and Nature of Operations

Broaddus & Associates, Inc. ("B&A") provides professional services in the areas of program management and consulting services for owners planning and developing design and construction projects.

B&A holds a 51% majority interest in the common stock of PM2I, Inc. (d/b/a Project Management Innovations International) ("PM2i"). PM2i provides professional design-build or construction management at-risk services for private enterprises. PM2i had no net assets and generated no net income or loss as of and for the year ended December 31, 2020.

Broaddus Construction, LLC ("BC"), a company under common ownership, provides professional design-build or construction management at-risk services for private enterprises. BC performs construction throughout the United States under cost-plus and fixed price contracts. The B&A stockholder is the majority member of BC. BC is recognized as a Historically Underutilized Business ("HUB") in the State of Texas.

Broaddus Planning, LLC ("Planning"), a company under common ownership, assists clients in the preparation of strategic plans, facilities needs assessments and projections, master plans and long-range capital program plans. The B&A stockholder is the sole member of Planning. Planning is recognized as a HUB in the State of Texas.

Broaddus Defense, LLC ("Defense"), a company under common ownership, provides training and security assessments to clients. The B&A stockholder is the sole member of Defense. Defense is recognized as a HUB in the State of Texas.

2. Summary of Significant Accounting Policies

Basis of Presentation - The combined financial statements include the accounts of B&A, PM2i, BC, Planning and Defense (combined, the "Company"). However, the combined financial statements are not those of a separate legal entity. All significant intercompany accounts and transactions have been eliminated. The combined financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") as defined by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC").

Accounting Estimates - The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents - The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Receivables - Trade receivables are recorded based on contracted prices when the Company has an unconditional right to payment under the terms of the contract. Billed receivables generally require payment within 30 days. Delinquent invoices do not accrue interest and account balances with charges over 90 days old are considered delinquent and management begins collection efforts at that time. Receivables that are not paid by customers pursuant to retainage provisions in construction contracts are due upon completion of the contracts and acceptance by the customers. The Company continually monitors each customer's credit-worthiness individually and recognizes allowances for estimated bad debts on specific customer accounts that are no longer estimated to be collectible. The Company regularly adjusts any allowance for subsequent collections and final determination that a receivable is no longer collectible. As of December 31, 2020, the allowance for doubtful accounts totaled $15,155.

Property and Equipment - Property and equipment are stated at cost less accumulated depreciation and amortization. Major additions and improvements are capitalized while maintenance and repairs that do not improve or extend the useful life of the respective asset are expensed. Depreciation of property and equipment is computed using the straight-line method over the estimated useful lives. Leasehold improvements are amortized over the shorter of the life of the leasehold improvement or the term of the related lease. Estimated useful lives of the principal classes of assets are as follows:

Office equipment	2-7 years
Vehicles	5 years
Office furniture and fixtures	5-7 years
Leasehold improvements	3 years

Impairment of Long-Lived and Intangible Assets - Long-lived assets subject to depreciation and amortization are reviewed for impairment at the asset group level whenever events or circumstances indicate that the amount recorded may not be recoverable. An impairment loss is recognized by the amount in which the carrying amount of the asset group exceeds fair value, if the carrying amount of the asset group is not recoverable. The Company did not recognize an impairment loss on long-lived assets during the year ended December 31, 2020.

Goodwill is evaluated for impairment at the reporting unit level at each reporting date. The Company assesses qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to test goodwill for potential impairment. If it is more likely than not or if a qualitative assessment is not performed, the Company performs a quantitative assessment to determine the amount of the impairment loss, if any. An impairment loss is recognized by the amount in which the carrying amount of the reporting unit exceeds fair value. The Company did not recognize an impairment loss on goodwill during the year ended December 31, 2020.

Investments in Unconsolidated Affiliates - Investments in unconsolidated affiliates consist of equity method investments. The equity method is used to account for investments in corporate joint ventures and certain other noncontrolled entities when an investor has the ability to exercise significant influence over operating and financial policies of an investee, even though the investor holds 50% or less of the ownership.

Advertising Costs - Advertising costs are charged to expense as incurred and were not significant during the year ended December 31, 2020.

Income Taxes - B&A, BC, Planning and Defense file income tax returns in the U.S. federal jurisdiction and various state jurisdictions. These companies are taxed as pass-through entities for federal income tax purposes; accordingly, all taxable income, losses, deductions and credits are allocated to the shareholders or members who are responsible for the payment of taxes thereon. Therefore, no provision has been made for federal income taxes.

PM2i files income tax returns in the U.S. federal jurisdiction and the State of Texas. Income taxes are accounted for under the liability method whereby deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Valuation allowances are established when considered necessary to reduce the net deferred tax assets to amounts which are more likely than not to be realized.

The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. The tax benefits recognized in the combined financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Management evaluated its tax positions for all open tax years, and believes the Company had no material uncertain tax positions and had recorded no related interest or penalties for the year ended December 31, 2020. Carryforward attributes that were generated in tax years prior to those that remain open for examination may still be adjusted by relevant tax authorities upon examination if they either have been, or will be, used in a future period.

Revenue Recognition - Revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services by following a five-step process: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price, and (5) recognize revenue when or as the Company satisfies a performance obligation.

Promises in the Company's construction contracts are generally accounted for as a single performance obligation as the Company provides a significant integration service of combining all of the materials and services in the contract into the combined item. Revenue is recognized over time, as the performance obligation is satisfied, using the cost-to-cost input method based primarily on contract costs incurred to date compared to total estimated contract costs. Contract costs include all direct material, labor, and subcontractor costs and indirect cost allocations for labor and general and administrative expenses related to contract performance. The Company recognizes revenue, but not profit, on certain uninstalled materials when the cost is incurred and control is transferred to the customer. Revenue from contracts for professional services billed on a time and materials basis is recognized over-time in the period it which the services are performed.

Changes to total estimated contract costs, earnings, or losses, if any, are assessed at the contract level and recognized in the period in which they are determined. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. The Company elects to exclude allocated general and administrative costs from the cost basis when determining if a contract is in a loss position. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates will change within the near term. Precontract costs are expensed as incurred, unless they generate or enhance resources that will be used to satisfy performance obligations in the future and are expected to be recovered from the customer.

The Company offers a one to two-year assurance warranty for defects in materials or construction, which is customary in the industry. As historical warranty claims have not resulted in significant costs incurred by the Company, there was no warranty accrual as of December 31, 2020.

The contract terms generally require interim payments as work progresses. Contracts may also provide for retainage payments; however, this does not create a significant financing component as the primary purpose of the retainage payments is to provide the customer with assurance that the Company will perform its obligations under the contract. Taxes collected from customers and remitted to governmental authorities are excluded from revenue.

Contracts may include variable consideration, such as incentive fees, performance bonuses, award fees, liquidated damages, penalties, or unpriced change orders. Variable consideration is estimated and included in the transaction price at contract inception and updated at each subsequent reporting date. The amount of variable consideration included in revenue is constrained subject to the amount that would not result in a risk of significant revenue reversal. Estimates of variable consideration are based largely on the Company's assessment of legal enforceability, anticipated performance, and any other information (historical, current or forecasted) that is reasonably available. To estimate variable consideration for incentives, management uses i) the expected value method when the Company may receive several potential amounts, or ii) the most likely amount method when the Company is entitled to receive all or none of a particular incentive.

Contract Assets and Contract Liabilities - Contract assets represent revenue recognized in excess of amounts billed in which the Company's right to payment is conditional. Contract liabilities represent amounts billed to customers in excess of revenue recognized to date and accrued project losses, which are not significant as of December 31, 2020. The Company had $47,256,352 in contract backlog as of December 31, 2020 (not reviewed). Receivables, contract assets, and contract liabilities consisted of the following as of December 31:

	2020	2019
Trade receivables	$ 6,493,230	$ 7,177,147
Costs and estimated earnings in excess of billings on uncompleted contracts	238,928	1,009,093
Allowance for doubtful accounts	(15,155)	(71,615)
Trade receivables, net	7,232,946	8,114,625
Retainage receivables	857,199	721,074
Notes receivable	500,000	150,000
Other receivables	241,325	187,933
Total receivables	$ 8,831,470	$ 9,173,632
Contract liabilities	$ 1,153,008	$ 75,419

Costs to Obtain or Fulfill a Contract - The Company does not incur significant costs to obtain or fulfill contracts requiring capitalization.

Fair Value Measurements - Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value accounting requires characterization of the inputs used to measure fair value into a three-level fair value hierarchy as follows:

Level 1 - Inputs based on quoted prices in active markets for identical assets or liabilities. An active market is a market in which transactions occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2 - Observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent from the entity.

Level 3 - Unobservable inputs that reflect the entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available.

There are three general valuation techniques that may be used to measure fair value: i) market approach - uses prices generated by market transactions involving identical or comparable assets or liabilities, ii) cost approach - uses the amount that currently would be required to replace the service capacity of an asset (replacement cost), and iii) income approach - uses valuation techniques to convert future amounts to present amounts based on current market expectations.

Recently Issued Accounting Pronouncements - In February 2016, the FASB issued Accounting Standards Updates ("ASU") No. 2016-02, *Leases (Topic 842)*, which requires the recognition of lease assets and lease liabilities by lessees for all leases, including leases previously classified as operating leases, and modifies the classification criteria and accounting for sales-type and direct financing leases by lessors. Leases continue to be classified as finance or operating leases by lessees and both classifications require the recognition of a right-of-use asset and a lease liability, initially measured at the present value of the lease payments in the combined balance sheet. Interest on the lease liability and amortization of the right-of-use asset are recognized separately in the combined statement of income for finance leases and as a single lease cost recognized on the straight-line basis over the lease term for operating leases. The standard is effective using a modified retrospective approach for fiscal years beginning after December 15, 2021 and early adoption is permitted. The Company is currently evaluating the impact the standard will have on its combined financial statements.

In October 2018, the FASB issued ASU No. 2018-17, *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities*, which provides a private company accounting alternative for variable interest entities ("VIE"). The standard allows for an exemption for evaluation of VIEs for consolidation under the VIE model if the Company's parent entity has a direct or indirect controlling financial interest in both the Company and the variable interest entity being evaluated for consolidation under the voting interest model. The standard is effective retrospectively for fiscal years beginning after December 15, 2020 and early adoption is permitted. The Company is currently evaluating the impact the standard will have on its combined financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which seeks to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments, including trade receivables and other commitments to extend credit held by a reporting entity at each reporting date. Entities are required to replace the incurred loss impairment methodology in current U.S. GAAP with a methodology that reflects current expected credit losses and requires consideration of a broader range of reasonable and supportable information to determine credit loss estimates. The amendment is effective using a modified retrospective approach for fiscal years beginning after December 15, 2022 and early adoption is permitted. The Company is currently evaluating the impact the amendment will have on its combined financial statements.

3. Notes Receivable

BC holds a $150,000 unsecured, non-interest bearing note receivable from a vendor that is expected to be repaid during the year ended December 31, 2021. BC holds a $350,000 unsecured note receivable from a customer with an interest rate of 4.00% per annum. Principal and interest are due upon maturity in November 2021.

4. Property and Equipment

Property and equipment consisted of the following as of December 31, 2020:

Vehicles	$ 593,896
Office equipment	360,762
Office furniture and fixtures	190,671
Leasehold improvements	5,750
Total	1,151,079
Less accumulated depreciation	(776,590)
Property and equipment, net	$ 374,489

5. Investments in Unconsolidated Affiliates

B&A holds a 25% membership interest in Owner-Insite, LLC ("Owner-Insite"). Owner-Insite provides construction project and facility management software to its customers. B&A holds a 49% membership interest in Gallegos Project Management, LLC ("GPM"). GPM provides design, inspection, constructability and project management consulting services for public and private sector customers developing capital improvement projects. GPM is recognized as a HUB in the State of Texas.

B&A's investments in Owner-Insite and GPM are accounted for using the equity method. Accordingly, B&A records its share of such earnings (losses) in the combined statement of income as "equity in earnings (losses) of unconsolidated affiliates" and the carrying values of B&A's investments in Owner-Insite and GPM are recorded in the combined balance sheet as "investments in unconsolidated affiliates."

6. Long-Term Debt

$1,434,400 B&A Paycheck Protection Program loan with the U.S. Small Business Administration with interest accruing at 1.00% and maturing April 20, 2022.	$ 1,359,400
$550,000 BC Paycheck Protection Program loan with the U.S. Small Business Administration with interest accruing at 1.00% and maturing April 17, 2022.	475,000
$54,100 BD Paycheck Protection Program loan with the U.S. Small Business Administration with interest accruing at 1.00% and maturing May 22, 2022.	54,100
$45,500 BP Paycheck Protection Program loan with the U.S. Small Business Administration with interest accruing at 1.00% and maturing April 20, 2022.	45,500
$127,100 BD Economic Injury Disaster Loan with the U.S. Small Business Administration, requires monthly principal and interest payments of $620 beginning July 2021, with interest accruing at 3.75% maturing July 6, 2050, secured by substantially all assets of BD.	127,000
Total	2,061,000
Less current portion of long-term debt	(1,055)
Total long-term debt	$ 2,059,945

BC is obligated under a line of credit agreement with a bank totaling $2,000,000, which bears interest at the prime rate plus 1.25% per annum (4.50% as of December 31, 2020) and requires monthly interest-only payments with any unpaid principal and interest due upon maturity on August 16, 2021. The line of credit is secured by substantially all assets of BC and B&A, and is guaranteed by PM2i, Planning, the members of BC and Broaddus Holdings, LLC ("Holdings"), a company under common ownership. The line of credit is subject to certain covenants including a requirement to maintain unencumbered liquid assets not less than $2,000,000 during any period in which the line of credit is in use. The line of credit was not used during the year ended December 31, 2020 and no balance was outstanding as of December 31, 2020. The line of credit contains a subjective acceleration clause in which BC defaults on the line if there is a material adverse change in its financial condition. The line of credit is subject to a cross default provision in which BC defaults on the line if there is a default on any other agreement that may materially affect B&A or BC's property or ability to repay the line of credit.

In April and May 2020, the Company received $2,084,000 in aggregate loans under the Paycheck Protection Program which was created through the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and is administered by the U.S. Small Business Administration ("SBA") (the "PPP Loans"). The PPP Loans are eligible for forgiveness by the SBA for the portion of loan proceeds used for payroll costs and other designated operating expenses (as defined) for up to eight weeks or, at the discretion of the borrower, twenty-four weeks (the "Covered Period"), provided at least 60% of loan proceeds are used for payroll costs and the Company meets all necessary criteria as defined by the SBA. Payments are deferred until the earlier of (i) the date the SBA remits to the lender the amount of forgiveness granted to the Company, or (ii) ten months after the last day of the Covered Period if the Company does not apply for loan forgiveness. During the year ended December 31, 2020 the Company elected to repay $150,000 of the PPP loans. The PPP Loan balances totaled $1,934,000 as of December 31, 2020. In April 2021, the SBA granted the Company forgiveness for the PPP Loans.

7. Income Taxes

The components of the income tax expense were as follows for the year ended December 31, 2020:

	B&A	BC	Total
State, current expense	$ 17,847	$ 8,338	$ 26,185
State, deferred benefit	(9,594)	-	(9,594)
Total	$ 8,253	$ 8,338	$ 16,591

B&A had deferred tax assets totaling $61,094 as of December 31, 2020, which were comprised of Texas franchise research and development tax credit carryforwards. As of December 31, 2020, B&A had no deferred tax liabilities.

As of December 31, 2020, PM2i had net operating loss carryforwards of approximately $73,000 that can be utilized in future periods to reduce taxable income. However, the future utilization of the carryforwards may be subject to an annual limitation as a result of stock ownership changes that could occur in the future. The Company has not performed a study to determine if the carryforwards are subject to this limitation. The net operating loss carryforwards begin to expire in varying amounts, beginning in 2032 if not utilized.

On March 27, 2020, the CARES Act was signed into law in response to the COVID-19 pandemic. The CARES Act provides numerous tax provisions and stimulus measures, including temporary changes regarding the prior and future utilization of net operating losses, temporary changes to the prior and future limitations on interest deductions, and technical corrections from prior tax legislation for tax depreciation of certain qualified improvement property. The Company evaluated the provisions of the CARES Act related to income taxes and determined that the provisions had no material effect on the Company for the year ended December 31, 2020.

8. Commitments and Contingencies

The Company is obligated under non-cancelable operating lease agreements covering the Company's office facilities. Rental expense under operating leases was $602,871 for the year ended December 31, 2020. Future minimum lease payments under the Company's non-cancelable operating leases as of December 31, 2020 were as follows:

2021	$ 200,663
2022	200,520
2023	131,532
Total	$ 532,715

The Company is involved in various legal proceedings which arise periodically in the normal course of business. While the results of such matters cannot be predicted with certainty, management does not expect any such matters to have a material adverse effect on the Company's combined financial position as of December 31, 2020.

In March 2020, the World Health Organization declared the outbreak of a novel coronavirus (COVID-19) as a pandemic, which continues to spread throughout the world. While the disruption is expected to be temporary, there is uncertainty around the severity and duration. Therefore, while this issue may to negatively impact the Company's business, results of operations, and financial position, the related financial impact cannot be reasonably estimated at this time. Management is actively managing the business to maintain the Company's cash flow and believes that the Company has adequate liquidity.

9. Related Party Transactions

During the year ended December 31, 2020, B&A purchased software maintenance services from Owner-Insite totaling $145,125.

Unsecured, non-interest bearing advances totaling $262,320 were due to B&A from the stockholder of B&A as of December 31, 2020. Unsecured, non-interest bearing advances totaling $936,362 were due to B&A from Holdings as of December 31, 2020. Unsecured, non-interest bearing advances totaling $13,830 were due to B&A from GPM as of December 31, 2020.

10. Concentrations

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents, trade and retainage receivables, and notes receivable. The Company places its cash and cash equivalents with a limited number of high-quality financial institutions and at times may exceed the amount of insurance provided on such deposits. The Company had one customer that accounted for 16% of its gross trade and retainage receivables as of December 31, 2020. The Company had two borrowers that accounted for 100% of its notes receivable as of December 31, 2020.

The Company is also subject to risk related to concentrations in sales volumes with certain customers. One customer accounted for 36% of the Company's revenue for the year ended December 31, 2020.

11. Employee Benefit Plan

The Company has established a qualified retirement plan (the "Plan") covering substantially all of its employees. Eligible employees can make Plan contributions up to the maximum amount allowed by the Internal Revenue Code. The Company makes safe harbor matching contributions each pay period of 100% of salary deferrals up to the first 4% of Plan compensation, as defined, plus 50% of salary deferrals up to the next 2% of Plan compensation. The Company may make additional contributions at its discretion. The Company made contributions of $294,408 during the year ended December 31, 2020.

12. Consolidation of Variable Interest Entity

BC has a 1% interest in Primrose Village GC JV ("Primrose JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of the joint venture and makes decisions that are most significant to the operations of Primrose JV. BC has the right to all residual profits of the joint venture's construction contract and bears the risk of any potential losses. Primrose JV is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of Primrose JV's operations and eliminates all intercompany payables and receivables. The condensed balance sheet of Primrose JV as of December 31, 2020 is as follows:

Cash	$	1,433,725
Trade receivable	$	181,055
Retainage receivable	$	440,230
Billings in excess of costs and estimated earnings on uncompleted projects	$	572,337
Trade payable	$	705,773
Retainage payable	$	796,487
Accrued expenses	$	17,091

The Company recognized $16,957,323 and $16,024,368 in revenue and cost of revenues, respectively, related to the operations of Primrose JV during the year ended December 31, 2020. The contract value of the Primrose JV construction contract was $20,558,558 as of December 31, 2020.

BC has a 1% interest in Broaddus LCDI JV ("Pecan Creek JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of the joint venture and makes decisions that are most significant to the operations of Pecan Creek JV. BC has the right to all residual profits of the joint venture's construction contract and bears the risk of any potential losses. Pecan Creek JV is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of Pecan Creek JV's operations and eliminates all intercompany payables and receivables. The condensed balance sheet of Pecan Creek JV as of December 31, 2020 is as follows:

Cash	$	26,938
Trade receivable	$	318,561
Retainage receivable	$	35,396
Billings in excess of costs and estimated earnings on uncompleted projects	$	34,734
Trade payable	$	314,415
Retainage payable	$	21,028
Accrued expenses	$	81,111

The Company recognized $349,223 and $297,950 in revenue and cost of revenues, respectively, related to the operations of Pecan Creek JV during the year ended December 31, 2020. The contract value of the Pecan Creek JV construction contract was $25,341,959 as of December 31, 2020.

BC has a 1% interest in Broaddus HACH JV ("HACH JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of the joint venture and makes decisions that are most significant to the operations of HACH JV. BC has the right to all residual profits of the joint venture's construction contract and bears the risk of any potential losses. HACH JV is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of HACH JV's operations and eliminates all intercompany payables and receivables. The condensed balance sheet of HACH JV as of December 31, 2020 is as follows:

Cash	$	11,421
Trade receivable	$	184,976
Retainage receivable	$	20,553
Billings in excess of costs and estimated earnings on uncompleted projects	$	34,310
Trade payable	$	123,999
Retainage payable	$	12,716
Accrued expenses	$	47,965

The Company recognized $171,219 and $164,352 in revenue and cost of revenues, respectively, related to the operations of HACH JV during the year ended December 31, 2020. The contract value of the HACH JV construction contract was $12,781,036 as of December 31, 2020

13. Subsequent Events

The Company has evaluated subsequent events through July 7, 2021 (the date the combined financial statements were available to be issued) and no events have occurred from the balance sheet date through that date that would impact the financial statements other than as disclosed in Note 6.

Supplemental Schedules

Broaddus & Associates, Inc. and Affiliates

Schedule I - Combining Balance Sheet
December 31, 2020

	Broaddus & Associates, Inc.	Broaddus Construction, LLC	Broaddus Planning, LLC	Broaddus Defense, LLC	Elimination Entries	Combined Total
Assets						
Current assets:						
Cash and cash equivalents	$ 5,625,155	$ 4,353,233	$ 73,349	$ 89,972	$ -	$ 10,141,709
Receivables:						
Trade, net	3,721,201	2,903,906	28,779	63,117	-	6,717,003
Retainage	-	857,199	-	-	-	857,199
Notes	-	500,000	-	-	-	500,000
Other	6,496	234,829	-	-	-	241,325
Intercompany	870,191	9,775	9,116	1,425	(890,507)	-
Prepaid expenses and other current assets	60,630	230,258	-	26,700	-	317,588
Total current assets	10,283,673	9,089,200	111,244	181,214	(890,507)	18,774,824
Advances to related parties	1,212,512	-	-	-	-	1,212,512
Property and equipment, net	264,630	108,085	1,774	-	-	374,489
Deferred tax asset	61,094	-	-	-	-	61,094
Goodwill	-	762,591	-	-	-	762,591
Investments in unconsolidated affiliates (Note 5)	108,050	-	-	-	-	108,050
Total	$ 11,929,959	$ 9,959,876	$ 113,018	$ 181,214	$ (890,507)	$ 21,293,560
Liabilities and Owners' Equity						
Current liabilities:						
Payables:						
Trade	$ 419,413	$ 2,382,125	$ 520	$ 977	$ -	$ 2,803,035
Retainage	-	1,142,662	-	-	-	1,142,662
Income taxes	17,678	-	-	-	-	17,678
Intercompany	23,976	37,928	537,827	290,776	(890,507)	-
Accrued expenses	561,856	339,093	-	68,004	-	968,953
Contract liabilities	16,876	1,136,132	-	-	-	1,153,008
Current portion of long-term debt	-	-	-	1,055	-	1,055
Total current liabilities	1,039,799	5,037,940	538,347	360,812	(890,507)	6,086,391
Long-term debt, net of current portion	1,359,400	475,000	45,500	180,045	-	2,059,945
Total liabilities	2,399,199	5,512,940	583,847	540,857	(890,507)	8,146,336
Owners' equity:						
Stockholder's equity	9,530,760	-	-	-	-	9,530,760
Members' capital (deficit)	-	4,446,936	(470,829)	(359,643)	-	3,616,464
Total owners' equity (deficit)	9,530,760	4,446,936	(470,829)	(359,643)	-	13,147,224
Total	$ 11,929,959	$ 9,959,876	$ 113,018	$ 181,214	$ (890,507)	$ 21,293,560

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Schedule II - Combining Statement of Income
Year Ended December 31, 2020

	Broaddus & Associates, Inc.	Broaddus Construction, LLC	Broaddus Planning, LLC	Broaddus Defense, LLC	Elimination Entries	Combined Total
Revenues	$ 17,932,938	$ 28,611,209	$ 174,250	$ 206,013	$ (203,750)	$ 46,720,660
Cost of revenues	10,145,103	26,343,664	158,882	184,215	-	36,831,864
Gross margin	7,787,835	2,267,545	15,368	21,798	(203,750)	9,888,796
Operating expenses	6,509,711	2,612,334	189,499	383,441	(203,750)	9,491,235
Income (loss) from operations	1,278,124	(344,789)	(174,131)	(361,643)	-	397,561
Other income:						
Interest income	12,731	54,982	-	-	-	67,713
Other income, net	-	70,070	-	2,000	-	72,070
Equity in earnings of unconsolidated affiliates	93,182	-	-	-	-	93,182
Total other income, net	105,913	125,052	-	2,000	-	232,965
Income (loss) before income taxes	1,384,037	(219,737)	(174,131)	(359,643)	-	630,526
Income tax expense	(8,253)	(8,338)	-	-	-	(16,591)
Net income (loss)	$ 1,375,784	$ (228,075)	$ (174,131)	$ (359,643)	$ -	$ 613,935

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Schedule III - Schedule of Contracts-in-Progress for Broaddus Construction, LLC
Year Ended December 31, 2020

	Contract Totals			Before January 1, 2020			Year Ended December 31, 2020			Inception to December 31, 2020	At December 31, 2020		
Job No.	Contract Price	Total Estimated Costs	Estimated Gross Profit	Revenues	Cost of Revenues	Gross Profit	Revenues	Cost of Revenues	Gross Profit (Loss)	Estimated Percent Complete	Job to Date Billings	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings
17001	$ 6,589,328	$ 6,203,782	$ 385,546	$ 6,039,534	$ 5,684,012	$ 355,522	$ 530,665	$ 501,760	$ 28,905	99%	$ 6,589,328	$ -	$ 19,129
18008	30,066,216	26,651,302	3,414,914	29,428,540	26,336,764	3,091,776	587,662	270,205	317,457	99%	30,066,216	-	50,014
19006	2,400,000	2,193,681	206,319	-	-	-	295,020	269,658	25,362	12%	390,905	-	95,885
19008	20,558,562	19,427,140	1,131,422	15,463	14,336	1,127	16,957,323	16,024,368	932,955	83%	17,545,123	-	572,337
19009	1,264,079	1,168,957	95,122	2,160	2,001	159	1,109,548	1,026,051	83,497	88%	1,114,553	-	2,845
20005	1,193,036	1,081,045	111,991	-	-	-	1,042,638	944,765	97,873	87%	1,109,766	-	67,128
20006	1,100,540	995,734	104,806	-	-	-	838,152	758,334	79,818	76%	868,915	-	30,763
20009	2,000,000	1,923,028	76,972	-	-	-	1,261,202	1,212,663	48,539	63%	1,302,577	-	41,375
20010	1,907,000	1,824,558	82,442	-	-	-	10,381	9,932	449	1%	54,551	-	44,170
20011	25,341,959	21,621,272	3,720,687	-	-	-	349,223	297,950	51,273	1%	383,957	-	34,734
20012	12,781,036	12,268,468	512,568	-	-	-	171,219	164,352	6,867	1%	205,529	-	34,310
Various	3,567,356	3,353,600	213,756	2,846,160	2,630,183	215,977	25,116	70,271	(45,155)	81%	3,003,100	46,635	143,442
Total	$ 108,769,112	$ 98,712,567	$ 10,056,545	$ 38,331,857	$ 34,667,296	$ 3,664,561	$ 23,178,149	$ 21,550,309	$ 1,627,840		$ 62,634,520	$ 46,635	$ 1,136,132

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Schedule IV - Schedule of Contracts Completed for Broaddus Construction, LLC
Year Ended December 31, 2020

	Contract Totals			Before January 1, 2020			Year Ended December 31, 2020		
Contract	Revenues Earned	Cost of Revenues	Gross Profit	Revenues	Cost of Revenues	Gross Profit (Loss)	Revenues	Cost of Revenues	Gross Profit
18005	$ 291,397	$ 171,680	$ 119,717	$ 279,128	$ 171,680	$ 107,448	$ 12,269	$ -	$ 12,269
19003	1,263,842	1,198,324	65,518	993,988	1,015,243	(21,255)	269,854	183,081	86,773
19007	544,848	493,925	50,923	3,749	3,523	226	541,099	490,402	50,697
20001	2,499,729	2,224,537	275,192	-	-	-	2,499,729	2,224,537	275,192
20004	2,034,302	1,852,660	181,642	-	-	-	2,034,302	1,852,660	181,642
19005	268,752	176,384	92,368	231,478	149,744	81,734	37,274	26,640	10,634
Various	61,051	40,313	20,738	22,518	24,278	(1,760)	38,533	16,035	22,498
Total	$ 6,963,921	$ 6,157,823	$ 806,098	$ 1,530,861	$ 1,364,468	$ 166,393	$ 5,433,060	$ 4,793,355	$ 639,705

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Financial Statements as of and for the Year Ended December 31, 2021 and Independent Accountants' Review Report

MAXWELL & LOCKE RITTER

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Round Rock, TX 78664

Independent Accountants' Review Report

To the Management of
Broaddus & Associates, Inc. and Affiliates
Austin, Texas

We have reviewed the accompanying combined financial statements of Broaddus & Associates, Inc. (a Texas S Corporation) and Affiliates, which are related through common ownership and management (combined, the "Company"), which comprise the combined balance sheet as of December 31, 2021, and the related combined statements of operations, owners' equity and cash flows for the year then ended, and the related notes to the combined financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the combined financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the combined financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our ethical responsibilities, in accordance with the relevant ethical requirements to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the combined financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic combined financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the information and do not express an opinion on such information.

Maxwell Locke : Ritter LLP

Austin, Texas
June 15, 2023

Broaddus & Associates, Inc. and Affiliates

Combined Balance Sheet
December 31, 2021

Assets	
Current assets:	
Cash and cash equivalents	$ 11,833,833
Receivables:	
Trade, net	19,731,300
Retainage	6,258,955
Other	15,574
Prepaid expenses and other current assets	384,280
Total current assets	38,223,942
Advances to related parties	1,474,827
Property and equipment, net	418,471
Deferred tax asset	71,797
Goodwill	762,591
Other Assets	655,003
Investment in unconsolidated affiliate (Note 5)	65,003
Total	$ 41,671,634
Liabilities and Owners' Equity	
Current liabilities:	
Payables:	
Trade	$ 12,550,355
Retainage	5,382,693
Accrued expenses	1,424,749
Distribution payable	112,460
Contract liabilities	6,320,344
Current portion of long-term debt	1,561,154
Total current liabilities	27,351,755
Long-term debt, net of current portion	4,795,846
Total liabilities	32,147,601
Owners' equity:	
Stockholder's equity	9,012,411
Members' capital	511,622
Total owners' equity	9,524,033
Total	$ 41,671,634

See accompanying notes and independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Statement of Operations
Year Ended December 31, 2021

Revenues	$ 98,267,909
Cost of revenues	84,304,216
Gross margin	13,963,693
Operating expenses	11,088,043
Income from operations	2,875,650
Other income (expense):	
Interest income	47,972
Other income, net	1,872,642
Equity in earnings of unconsolidated affiliate	14,311
Compensation expense related to employee termination (Note 6)	(5,137,750)
Total other expense, net	(3,202,825)
Loss before income taxes	(327,175)
Income tax expense	(36,153)
Net loss	$ (363,328)

See accompanying notes and independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Statement of Owners' Equity
Year Ended December 31, 2021

	Broaddus & Associates, Inc.				
	Common Stock		Retained Earnings	Members' Capital	Total Owners' Equity
	Shares	Amount			
Balance, December 31, 2020	1,000	$ 10	$ 9,530,750	$ 3,616,464	$ 13,147,224
Distributions	-	-	(100,000)	(497,613)	(597,613)
Repurchase of Membership Interest (Note 6)	-	-	-	(2,662,250)	(2,662,250)
Net loss	-	-	(418,349)	55,021	(363,328)
Balance, December 31, 2021	1,000	$ 10	$ 9,012,401	$ 511,622	$ 9,524,033

As of December 31, 2021, Broaddus & Associates, Inc. had authorized the issuance of 1,000,000 shares of $0.01 par value common stock.

See accompanying notes and independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Statement of Cash Flows
Year Ended December 31, 2021

Cash Flows from Operating Activities:		
Net loss	$	(363,328)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Provision for bad debt		90,699
Depreciation and amortization		173,004
Gain on disposal of property and equipment		(11,135)
Deferred tax benefit		(10,703)
Equity in earnings of unconsolidated affiliate		(14,311)
Post-termination benefits paid through promissory note (Note 6)		5,137,750
PPP loan forgiveness		(1,934,000)
Changes in operating assets and liabilities:		
Trade receivables		(13,104,996)
Retainage receivables		(5,401,756)
Other receivables		225,751
Prepaid expenses and other current assets		(66,692)
Other assets		(155,003)
Trade payables		9,747,320
Retainage payables		4,240,031
Income taxes payable		(17,678)
Accrued expenses		455,796
Contract liabilities		5,167,336
Net cash provided by operating activities		4,158,085
Cash Flows from Investing Activities:		
Distributions received from unconsolidated affiliates (Note 5)		57,358
Proceeds from sale of property and equipment		58,292
Purchases of property and equipment		(346,496)
Advances to related parties		(262,315)
Net cash used in investing activities		(493,161)
Cash Flows from Financing Activities:		
Payments on long-term debt		(1,570,000)
Distribution to stockholder		(100,000)
Distributions to owners		(302,800)
Net cash used in financing activities		(1,972,800)
Net change in cash and cash equivalents		1,692,124
Cash and cash equivalents, beginning of year		10,141,709
Cash and cash equivalents, end of year	$	11,833,833
Supplemental Cash Disclosure-		
Cash paid for income taxes	$	33,212
Supplemental Non-Cash Disclosures:		
Distributions settled in exchange of property and equipment	$	82,353
Distributions payable	$	112,460
Repurchase of membership interest through promissory note (Note 6)	$	2,662,250

See accompanying notes and independent accountants' review report.

1. Organization and Nature of Operations

Broaddus & Associates, Inc. ("B&A") provides professional services in the areas of program management and consulting services for owners planning and developing design and construction projects. B&A is recognized as a Historically Underutilized Business ("HUB") in the State of Texas.

B&A holds a 51% majority interest in the common stock of PM2I, Inc. (d/b/a Project Management Innovations International) ("PM2i"). PM2i provides professional design-build or construction management at-risk services for private enterprises. PM2i had no net assets and generated no net income or loss as of and for the year ended December 31, 2021.

Broaddus Construction, LLC ("BC"), a company under common ownership, provides professional design-build or construction management at-risk services for private enterprises. BC performs construction throughout the United States under cost-plus and fixed price contracts. The B&A stockholder is the majority member of BC.

Broaddus Planning, LLC ("Planning"), a company under common ownership, assists clients in the preparation of strategic plans, facilities needs assessments and projections, master plans and long-range capital program plans. The B&A stockholder is the sole member of Planning. Planning is recognized as a HUB in the State of Texas.

Broaddus Defense, LLC ("Defense"), a company under common ownership, provides training and security assessments to clients. The B&A stockholder is the sole member of Defense.

2. Summary of Significant Accounting Policies

Basis of Presentation - The combined financial statements include the accounts of B&A, PM2i, BC, Planning, Defense and affiliated companies (collectively, the "Company") with common ownership that are considered variable interest entities in which B&A and BC are the primary beneficiaries (Note 12). However, the combined financial statements are not those of a separate legal entity. All significant intercompany accounts and transactions have been eliminated. The combined financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") as defined by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification.

Accounting Estimates - The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents - The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Receivables - Trade receivables are recorded based on contracted prices when the Company has an unconditional right to payment under the terms of the contract. Billed receivables generally require payment within 30 days. Delinquent invoices do not accrue interest and account balances with charges over 90 days old are considered delinquent and management begins collection efforts at that time. Receivables that are not paid by customers pursuant to retainage provisions in construction contracts are due upon completion of the contracts and acceptance by the customers. The Company continually monitors each customer's credit-worthiness individually and recognizes allowances for estimated bad debts on specific customer accounts that are no longer estimated to be collectible. The Company regularly adjusts any allowance for subsequent collections and final determination that a receivable is no longer collectible. As of December 31, 2021, the allowance for doubtful accounts totaled $20,482.

Property and Equipment - Property and equipment are stated at cost less accumulated depreciation and amortization. Major additions and improvements are capitalized while maintenance and repairs that do not improve or extend the useful life of the respective asset are expensed. Depreciation of property and equipment is computed using the straight-line method over the estimated useful lives. Leasehold improvements are amortized over the shorter of the life of the leasehold improvement or the term of the related lease. Estimated useful lives of the principal classes of assets are as follows:

Office equipment	2-7 years
Vehicles	5 years
Office furniture and fixtures	5-7 years
Leasehold improvements	3 years

Impairment of Long-Lived and Intangible Assets - Long-lived assets subject to depreciation and amortization are reviewed for impairment at the asset group level whenever events or circumstances indicate that the amount recorded may not be recoverable. An impairment loss is recognized by the amount in which the carrying amount of the asset group exceeds fair value, if the carrying amount of the asset group is not recoverable. The Company did not recognize an impairment loss on long-lived assets during the year ended December 31, 2021.

Goodwill is evaluated for impairment at the reporting unit level at each reporting date. The Company assesses qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to test goodwill for potential impairment. If it is more likely than not or if a qualitative assessment is not performed, the Company performs a quantitative assessment to determine the amount of the impairment loss, if any. An impairment loss is recognized by the amount in which the carrying amount of the reporting unit exceeds fair value. The Company did not recognize an impairment loss on goodwill during the year ended December 31, 2021.

Investments in Unconsolidated Affiliates - Investments in unconsolidated affiliates consist of equity method investments. The equity method is used to account for investments in corporate joint ventures and certain other noncontrolled entities when an investor has the ability to exercise significant influence over operating and financial policies of an investee, even though the investor holds 50% or less of the ownership.

Advertising Costs - Advertising costs are charged to expense as incurred and were not significant during the year ended December 31, 2021.

Income Taxes - B&A, BC, Planning and Defense file income tax returns in the U.S. federal jurisdiction and various state jurisdictions. These companies are taxed as pass-through entities for federal income tax purposes; accordingly, all taxable income, losses, deductions and credits are allocated to the shareholders or members who are responsible for the payment of taxes thereon. Therefore, no provision has been made for federal income taxes.

PM2i files income tax returns in the U.S. federal jurisdiction and the State of Texas. Income taxes are accounted for under the liability method whereby deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Valuation allowances are established when considered necessary to reduce the net deferred tax assets to amounts which are more likely than not to be realized.

The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. The tax benefits recognized in the combined financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Management evaluated its tax positions for all open tax years, and believes the Company had no material uncertain tax positions and had recorded no related interest or penalties for the year ended December 31, 2021. Carryforward attributes that were generated in tax years prior to those that remain open for examination may still be adjusted by relevant tax authorities upon examination if they either have been, or will be, used in a future period.

Revenue Recognition - Revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services by following a five-step process: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price, and (5) recognize revenue when or as the Company satisfies a performance obligation.

Promises in the Company's construction contracts are generally accounted for as a single performance obligation as the Company provides a significant integration service of combining all of the materials and services in the contract into the combined item. Revenue is recognized over time, as the performance obligation is satisfied, using the cost-to-cost input method based primarily on contract costs incurred to date compared to total estimated contract costs. Contract costs include all direct material, labor, and subcontractor costs and indirect cost allocations for labor and general and administrative expenses related to contract performance. The Company recognizes revenue, but not profit, on certain uninstalled materials when the cost is incurred and control is transferred to the customer. Revenue from contracts for professional services billed on a time and materials basis is recognized over-time in the period it which the services are performed.

Changes to total estimated contract costs, earnings, or losses, if any, are assessed at the contract level and recognized in the period in which they are determined. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. The Company elects to exclude allocated general and administrative costs from the cost basis when determining if a contract is in a loss position. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates will change within the near term. Precontract costs are expensed as incurred, unless they generate or enhance resources that will be used to satisfy performance obligations in the future and are expected to be recovered from the customer.

BC offers a one to two-year assurance-type warranty for defects in materials or construction, which is customary in the industry. As historical warranty claims have not resulted in significant costs incurred by BC, there was no warranty accrual as of December 31, 2021.

Payment terms generally require payment within thirty days. BC's contract terms generally require interim payments as work progresses. Contracts may also provide for retainage payments; however, this does not create a significant financing component as the primary purpose of the retainage payments is to provide the customer with assurance that BC will perform its obligations under the contract. Taxes collected from customers and remitted to governmental authorities are excluded from revenue.

BC's contracts may include variable consideration, such as incentive fees, performance bonuses, award fees, liquidated damages, penalties, or unpriced change orders. Variable consideration is estimated and included in the transaction price at contract inception and updated at each subsequent reporting date. The amount of variable consideration included in revenue is constrained subject to the amount that would not result in a risk of significant revenue reversal. Estimates of variable consideration are based largely on BC's assessment of legal enforceability, anticipated performance, and any other information (historical, current or forecasted) that is reasonably available. To estimate variable consideration for incentives, management uses i) the expected value method when BC may receive several potential amounts, or ii) the most likely amount method when BC is entitled to receive all or none of a particular incentive.

Contract Assets and Contract Liabilities - Contract assets represent revenue recognized in excess of amounts billed in which the Company's right to payment is conditional. Contract liabilities represent amounts billed to customers in excess of revenue recognized to date and accrued project losses, which are not significant as of December 31, 2021. Receivables, contract assets, and contract liabilities consisted of the following as of December 31:

	2021	2020
Trade receivables	$ 19,657,925	$ 6,493,230
Costs and estimated earnings in excess of billings on uncompleted contracts	93,857	238,928
Allowance for doubtful accounts	(20,482)	(15,155)
Trade receivables, net	19,731,300	6,717,003
Retainage receivables	6,258,955	857,199
Total	$ 25,990,255	$ 7,574,202
Billings in excess of costs and estimated earnings on uncompleted contracts	6,320,344	1,153,008
Total contract liabilities	$ 6,320,344	$ 1,153,008

Costs to Obtain or Fulfill a Contract - The Company does not incur significant costs to obtain or fulfill contracts requiring capitalization.

Fair Value Measurements - Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value accounting requires characterization of the inputs used to measure fair value into a three-level fair value hierarchy as follows:

Level 1 - Inputs based on quoted prices in active markets for identical assets or liabilities. An active market is a market in which transactions occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2 - Observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent from the entity.

Level 3 - Unobservable inputs that reflect the entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available.

There are three general valuation techniques that may be used to measure fair value: i) market approach - uses prices generated by market transactions involving identical or comparable assets or liabilities, ii) cost approach - uses the amount that currently would be required to replace the service capacity of an asset (replacement cost), and iii) income approach - uses valuation techniques to convert future amounts to present amounts based on current market expectations.

Recently Issued Accounting Pronouncements - In February 2016, the FASB issued Accounting Standards Updates ("ASU") No. 2016-02, *Leases (Topic 842)*, which requires the recognition of lease assets and lease liabilities by lessees for all leases, including leases previously classified as operating leases, and modifies the classification criteria and accounting for sales-type and direct financing leases by lessors. Leases continue to be classified as finance or operating leases by lessees and both classifications require the recognition of a right-of-use asset and a lease liability, initially measured at the present value of the lease payments in the combined balance sheet. Interest on the lease liability and amortization of the right-of-use asset are recognized separately in the combined statement of operations for finance leases and as a single lease cost recognized on the straight-line basis over the lease term for operating leases. The standard is effective using a modified retrospective approach for fiscal years beginning after December 15, 2021 and early adoption is permitted. The Company is currently evaluating the impact the standard will have on its combined financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which seeks to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments, including trade receivables and other commitments to extend credit held by a reporting entity at each reporting date. Entities are required to replace the incurred loss impairment methodology in current U.S. GAAP with a methodology that reflects current expected credit losses and requires consideration of a broader range of reasonable and supportable information to determine credit loss estimates. The amendment is effective using a modified retrospective approach for fiscal years beginning after December 15, 2022 and early adoption is permitted. The Company is currently evaluating the impact the amendment will have on its combined financial statements.

3. Revenue Recognized and Costs Incurred on Uncompleted Contracts

The following is a summary of contracts in progress as of December 31:

Costs incurred on uncompleted projects	$ 97,679,008
Estimated earnings	21,847,978
Revenue earned on uncompleted projects	119,526,986
Less billings to date	(125,753,473)
Total	$ (6,226,487)

The above is reflected in the accompanying consolidated balance sheet under the following as of December 31:

Trade receivables	$ 93,857
Contract liabilities	(6,320,344)
Total	$ (6,226,487)

The Company had $134,410,412 in contract backlog as of December 31, 2021 (not reviewed).

4. Property and Equipment

Property and equipment consisted of the following as of December 31, 2021:

Vehicles	$ 751,855
Office equipment	348,860
Office furniture and fixtures	190,671
Leasehold improvements	5,750
Total	1,297,136
Less accumulated depreciation	(878,665)
Property and equipment, net	$ 418,471

5. Investment in Unconsolidated Affiliate

B&A holds a 49% membership interest in Gallegos Project Management, LLC ("GPM"). GPM provides design, inspection, constructability and project management consulting services for public and private sector customers developing capital improvement projects.

B&A's investment in GPM is accounted for using the equity method. Accordingly, B&A records its share of such earnings (losses) in the combined statement of income as "equity in earnings (losses) of unconsolidated affiliate" and the carrying values of B&A's investment in GPM is recorded in the combined balance sheet as "investment in unconsolidated affiliate."

6. Borrowing Arrangements

BC repurchased the membership interest of a former member for $2,662,250, which is partially financed by an unsecured $2,129,800 promissory note that requires annual payments of principal plus interest at 3.25% per annum through December 31, 2025. As of December 31, 2021, the promissory note had an outstanding balance of $2,129,800.

B&A is obligated under an unsecured $5,137,750 promissory note, payable to a former employee, that requires annual post-termination payments of principal plus interest at 3.25% per annum through December 31, 2025. As of December 31, 2021, the promissory note had an outstanding balance of $4,100,200. Pursuant to GAAP requirements, the entire balance of this promissory note is recorded in the fiscal year 2021 as an expense on the B&A income statement with a corresponding liability on the B&A balance sheet. This entry is noted as "Compensation expense related to employee termination" as noted on the Combined Statement of Operations and Schedule II of this report. The liability balance of this promissory note will be reduced as annual payments are made through December 31, 2025.

BC is obligated under a line of credit agreement with a bank totaling $2,000,000, which bears interest at the prime rate plus 1.25% per annum (4.50% as of December 31, 2021) and requires monthly interest-only payments with any unpaid principal and interest due on February 5, 2024. The line of credit is secured by substantially all assets of BC and B&A, and is guaranteed by PM2I, Inc., Planning, and Broaddus Holdings, LLC ("Holdings"), all companies under common ownership, and the members of BC. The line of credit is subject to certain covenants including a requirement to maintain unencumbered liquid assets not less than $2,000,000 during any period in which the line of credit is in use. The line of credit was not used during the year ended December 31, 2021, and no balance was outstanding as of December 31, 2021. The line of credit contains a subjective acceleration clause in which BC defaults if there is a material adverse change in its financial condition. The line of credit is subject to a cross default provision in which BC defaults on the line if there is a default on any other agreement that may materially affect B&A or BC's property or ability to repay the line of credit.

In April and May 2020, the Company received $2,084,000 in aggregate loans under the Paycheck Protection Program which was created through the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and is administered by the U.S. Small Business Administration ("SBA") (the "PPP Loans"). The PPP Loans had a fixed interest rate of 1% and were eligible for forgiveness by the SBA for the portion of loan proceeds used for payroll costs and other designated operating expenses (as defined) for up to eight weeks or, at the discretion of the borrower, twenty-four weeks (the "Covered Period"), provided at least 60% of loan proceeds were used for payroll costs and the Company met all necessary criteria as defined by the SBA. During the year ended December 31, 2020, the Company elected to repay $150,000 of the PPP loans. In April 2021, the SBA granted the Company forgiveness for the remaining balance of the PPP loans, for which the Company recognized other income of $1,934,000 during the year ending December 31, 2021.

In May 2020, BD received a $127,100 Economic Injury Disaster Loan (the "EIDL Loan"), which was created through the CARES Act and is administered by the SBA. Beginning July 2021, the loan requires monthly payments of $620, which include principal and interest at 3.75%. The loan matures in July 2050 and is secured by substantially all assets of BD. The EIDL Loan had an outstanding balance of $127,000 as of December 31, 2021.

Future required principal payments on debt obligations were as follows as of December 31, 2021:

2022	$ 1,561,154
2023	1,560,198
2024	1,560,301
2025	1,560,408
2026	3,019
Thereafter	111,920
Total	$ 6,357,000

7. Income Taxes

The components of the income tax expense were as follows for the year ended December 31, 2021:

	B&A	BC	Total
State, current expense	$ 34,934	$ 11,922	$ 46,856
State, deferred benefit	(10,703)	-	(10,703)
Total	$ 24,231	$ 11,922	$ 36,153

B&A had deferred tax assets totaling $71,797 as of December 31, 2021, which were comprised of Texas franchise research and development tax credit carryforwards. As of December 31, 2021, B&A had no deferred tax liabilities.

As of December 31, 2021, PM2i had net operating loss carryforwards of approximately $73,000 that can be utilized in future periods to reduce taxable income. However, the future utilization of the carryforwards may be subject to an annual limitation as a result of stock ownership changes that could occur in the future. The Company has not performed a study to determine if the carryforwards are subject to this limitation. The net operating loss carryforwards begin to expire in varying amounts, beginning in 2032 if not utilized.

The Company's provision for income taxes differs from the expected tax expense amount computed by applying the statutory federal income tax rate of 21% to income before income taxes primarily as a result of permanent differences and state income taxes.

8. Commitments and Contingencies

The Company is obligated under non-cancelable, long-term operating lease agreements for its office facilities. Rental expense totaled $494,626 during the year ended December 31, 2021. Future minimum lease payments under the Company's non-cancelable, long-term operating leases as of December 31, 2021 were as follows:

2022	$ 486,007
2023	397,188
2024	49,346
2025	50,960
2026	52,573
Thereafter	49,548
Total	$ 1,085,622

The Company is involved in various legal proceedings which arise periodically in the normal course of business. While the results of such matters cannot be predicted with certainty, management does not expect any such matters to have a material adverse effect on the Company's combined financial position as of December 31, 2021.

9. Related Party Transactions

Non-interest bearing advances, secured by certain property, totaling $262,320 were due to B&A from the stockholder of B&A as of December 31, 2021. Non-interest bearing advances, secured by certain property, totaling $1,212,507 were due to B&A from Holdings as of December 31, 2021. Pursuant to Note 13 regarding subsequent events, at the time of this report Holdings has repaid $675,509 of this balance.

10. Concentrations

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents, trade and retainage receivables, and notes receivable. The Company places its cash and cash equivalents with a limited number of high-quality financial institutions and at times may exceed the amount of insurance provided on such deposits. The Company had three customers that accounted for 34% of its gross trade and retainage receivables as of December 31, 2021.

The Company is also subject to risk related to concentrations in sales volumes with certain customers. Two customers accounted for 32% of the Company's revenue for the year ended December 31, 2021.

11. Employee Benefit Plan

The Company has established a qualified retirement plan (the "Plan") covering substantially all of its employees. Eligible employees can make Plan contributions up to the maximum amount allowed by the Internal Revenue Code. The Company makes safe harbor matching contributions and may make additional contributions at its discretion. The Company made contributions of $311,542 during the year ended December 31, 2021.

12. Consolidation of Variable Interest Entities

B&A has a 90% interest in Broaddus Levis, LLC ("B&L"), a joint venture that acts as the program manager of a series of construction and renovation projects for a hospital district under a professional services contract. B&A serves as the manager of the joint venture and makes decisions that are most significant to the operations of B&L. B&A has the right to 90% of residual profits of the joint venture's construction contract and bears the risk of 90% of potential losses. B&L is considered a variable interest entity in which B&A is the primary beneficiary. Therefore, B&A consolidates the results of B&L's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by B&L are included in the Company's consolidated balance sheet as of December 31, 2021:

Trade receivables	$ 1,292,912
Trade payables	$ 750,971
Retainage payables	$ 535,409

The Company recognized $2,168,137 and $2,196,463 of revenues and cost of revenues, respectively, related to the operations of B&L during the year ended December 31, 2021. The contract value of the B&L construction contract was $7,992,321 as of December 31, 2021. There are no differences in accounting policies between B&A and B&L and no gain or loss was recognized as a result of consolidating the asset and liabilities of B&L.

BC has a 1% interest in Primrose Village GC JV ("Primrose JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of the joint venture and makes decisions that are most significant to the operations of Primrose JV. BC has the right to all residual profits of the joint venture's construction contract and bears the risk of any potential losses. Primrose JV is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of Primrose JV's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by Primrose JV are included in the Company's consolidated balance sheet as of December 31, 2021:

Cash	$ 143,850
Trade receivables	$ 621,951
Retainage payables	$ 447,658
Accrued expenses	$ 318,143

The Company recognized $3,583,214 and $3,553,819 of revenues and cost of revenues, respectively, related to the operations of Primrose JV during the year ended December 31, 2021. The contract value of the Primrose JV construction contract was $20,540,537 as of December 31, 2021.

BC has a 1% interest in Broaddus LCDI JV ("Pecan Creek JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of the joint venture and makes decisions that are most significant to the operations of Pecan Creek JV. BC has the right to all residual profits of the joint venture's construction contract and bears the risk of any potential losses. Pecan Creek JV is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of Pecan Creek JV's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by Pecan Creek JV are included in the Company's consolidated balance sheet as of December 31, 2021:

Cash	$	142,268
Trade receivables	$	989,533
Retainage receivables	$	2,250,094
Billings in excess of costs and estimated earnings on uncompleted projects	$	1,482,980
Trade payables	$	1,266,785
Retainage payables	$	1,334,027
Accrued expenses	$	66,185

The Company recognized $349,222 and $297,950 of revenues and cost of revenues, respectively, related to the operations of Pecan Creek JV during the year ended December 31, 2021. The contract value of the Pecan Creek JV construction contract was $25,959,312 as of December 31, 2021.

BC has a 1% interest in Broaddus HACH JV ("HACH JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of the joint venture and makes decisions that are most significant to the operations of HACH JV. BC has the right to all residual profits of the joint venture's construction contract and bears the risk of any potential losses. HACH JV is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of HACH JV's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by HACH JV are included in the Company's consolidated balance sheet as of December 31, 2021:

Cash	$	1,072,518
Trade receivables	$	382,535
Retainage receivables	$	290,510
Billings in excess of costs and estimated earnings on uncompleted projects	$	520,391
Trade payables	$	354,945
Retainage payables	$	734,805
Accrued expenses	$	39,271

The Company recognized $171,218 and $164,352 of revenues and cost of revenues, respectively, related to the operations of HACH JV during the year ended December 31, 2021. The contract value of the HACH JV construction contract was $12,851,228 as of December 31, 2021

BC has a 1% interest in Broaddus Sunland Country GC JV ("Sunland JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of the joint venture and makes decisions that are most significant to the operations of Sunland JV. BC has the right to all residual profits of the joint venture's construction contract and bears the risk of any potential losses. Sunland JV is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of Sunland JV's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by Sunland JV are included in the Company's consolidated balance sheet as of December 31, 2021:

Cash	$	84,775
Trade receivables	$	1,305,709
Retainage receivables	$	370,328
Billings in excess of costs and estimated earnings on uncompleted projects	$	505,280
Trade payables	$	1,081,613
Retainage payables	$	215,006
Accrued expenses	$	140,301

The Company recognized $3,228,591 and $3,121,079 of revenues and cost of revenues, respectively, related to the operations of Sunland JV during the year ended December 31, 2021. The contract value of the Sunland JV construction contract was $20,128,483 as of December 31, 2021

BC has a 51% interest in MHP-Broaddus Construction, LLC ("MHP"). MHP acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of MHP and makes decisions that are most significant to the operations of MHP. BC has the right to certain residual profits of the joint venture's construction contract and bears the risk of certain potential losses. MHP is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of MHP's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by MHP are included in the Company's consolidated balance sheet as of December 31, 2021:

Cash	$	700,506
Trade receivables	$	523,462
Retainage receivables	$	148,417
Billings in excess of costs and estimated earnings on uncompleted projects	$	363,207
Trade payables	$	813,194
Retainage payables	$	104,949
Accrued expenses	$	94,174

The Company recognized $1,780,935 and $1,731,959 of revenues and cost of revenues, respectively, related to the operations of MHP during the year ended December 31, 2021. The contract value of the MHP construction contract was $13,850,811 as of December 31, 2021. There are no differences in accounting policies between BC and MHP and no gain or loss was recognized as a result of consolidating the asset and liabilities of MHP.

13. Subsequent Events

The Company has evaluated subsequent events through June 15, 2023 (the date the combined financial statements were available to be issued).

In March 2022, the stockholder of B&A formed Capital View Century Broaddus Property, LLC ("Broaddus Property") for the purpose of acquiring office space occupied by B&A. In April 2022, B&A made non-interest bearing advances, secured by certain property, totaling $960,000 to Broaddus Property.

In October 2022, Holdings repaid a note payable to B&A in the amount of $150,000. In March 2023, Holdings repaid two note payables to B&A in the amounts of $261,978 and $263,531, respectively.

Supplemental Schedules

Broaddus & Associates, Inc. and Affiliates

Schedule I - Combining Balance Sheet
December 31, 2021

	Broaddus & Associates, Inc.	Broaddus Construction, LLC	Broaddus Planning, LLC	Broaddus Defense, LLC	Elimination Entries	Combined Total
Assets						
Current assets:						
Cash and cash equivalents	$ 6,412,488	$ 5,257,537	$ 110,659	$ 53,149	$ -	$ 11,833,833
Receivables:						
Trade, net	6,224,089	13,233,259	186,952	87,000	-	19,731,300
Retainage	-	6,258,955	-	-	-	6,258,955
Other	15,574	-	-	-	-	15,574
Intercompany	1,753,102	-	33,748	3,906	(1,790,756)	-
Prepaid expenses and other current assets	32,884	324,349	-	27,047	-	384,280
Total current assets	14,438,137	25,074,100	331,359	171,102	(1,790,756)	38,223,942
Advances to related parties	1,474,827	-	-	-	-	1,474,827
Property and equipment, net	254,752	163,719	-	-	-	418,471
Deferred tax asset	71,797	-	-	-	-	71,797
Goodwill	-	762,591	-	-	-	762,591
Other assets	-	655,003	-	-	-	655,003
Investments in unconsolidated affiliates (Note 5)	65,003	-	-	-	-	65,003
Total	$ 16,304,516	$ 26,655,413	$ 331,359	$ 171,102	$ (1,790,756)	$ 41,671,634
Liabilities and Owners' Equity						
Current liabilities:						
Payables:						
Trade	$ 1,629,712	$ 10,872,650	$ 41,206	$ 6,787	$ -	$ 12,550,355
Retainage	-	5,382,693	-	-	-	5,382,693
Intercompany	550,571	-	723,038	517,147	(1,790,756)	-
Accrued expenses	805,317	559,024	1,104	59,304	-	1,424,749
Distribution payable	-	112,460	-	-	-	112,460
Contract liabilities	206,305	6,114,039	-	-	-	6,320,344
Current portion of long-term debt	1,025,050	532,450	-	3,654	-	1,561,154
Total current liabilities	4,216,955	23,573,316	765,348	586,892	(1,790,756)	27,351,755
Long-term debt, net of current portion	3,075,150	1,597,350	-	123,346	-	4,795,846
Total liabilities	7,292,105	25,170,666	765,348	710,238	(1,790,756)	32,147,601
Owners' equity:						
Stockholder's equity	9,012,411	-	-	-	-	9,012,411
Members' capital (deficit)	-	1,484,747	(433,989)	(539,136)	-	511,622
Total owners' equity (deficit)	9,012,411	1,484,747	(433,989)	(539,136)	-	9,524,033
Total	$ 16,304,516	$ 26,655,413	$ 331,359	$ 171,102	$ (1,790,756)	$ 41,671,634

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Schedule II - Combining Statement of Operations
Year Ended December 31, 2021

	Broaddus & Associates, Inc.	Broaddus Construction, LLC	Broaddus Planning, LLC	Broaddus Defense, LLC	Elimination Entries	Combined Total
Revenues	$ 23,190,892	$ 74,797,235	$ 365,358	$ 256,445	$ (342,021)	$ 98,267,909
Cost of revenues	11,782,962	72,175,104	166,747	179,403	-	84,304,216
Gross margin	11,407,930	2,622,131	198,611	77,042	(342,021)	13,963,693
Operating expenses	8,049,315	2,908,384	161,771	310,594	(342,021)	11,088,043
Income (loss) from operations	3,358,615	(286,253)	36,840	(233,552)	-	2,875,650
Other income (expense):						
Interest income	212	47,760	-	-	-	47,972
Other income, net	1,370,494	448,089	-	54,059	-	1,872,642
Equity in earnings of unconsolidated affiliates	14,311	-	-	-	-	14,311
Compensation expense related to employee termination (Note 6)	(5,137,750)	-	-	-	-	(5,137,750)
Total other income (expense), net	(3,752,733)	495,849	-	54,059	-	(3,202,825)
Income (loss) before income taxes	(394,118)	209,596	36,840	(179,493)	-	(327,175)
Income tax expense	(24,231)	(11,922)	-	-	-	(36,153)
Net income (loss)	$ (418,349)	$ 197,674	$ 36,840	$ (179,493)	$ -	$ (363,328)

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Schedule III - Schedule of Contracts-in-Progress for Broaddus Construction, LLC
Year Ended December 31, 2021

	Contract Totals			Before January 1, 2021			Year Ended December 31, 2021			Inception to December 31, 2021	At December 31, 2021		
Job No.	Contract Price	Total Estimated Costs	Estimated Gross Profit (Loss)	Revenues	Cost of Revenues	Gross Profit	Revenues	Cost of Revenues	Gross Profit (Loss)	Estimated Percent Complete	Job to Date Billings	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings
20009	$ 1,908,860	$ 1,833,651	$ 75,209	$ 1,261,202	$ 1,212,663	$ 48,539	$ 389,674	$ 373,168	$ 16,506	86%	$ 1,645,149	$ 5,727	$ -
20010	2,000,140	1,922,135	78,005	10,381	9,932	449	1,960,333	1,883,924	76,409	99%	2,000,140	-	29,426
20011	25,959,312	22,574,218	3,385,094	349,222	297,950	51,272	20,750,990	18,050,795	2,700,195	81%	22,583,192	-	1,482,980
20012	12,851,228	12,216,377	634,851	171,218	164,352	6,866	10,918,060	10,377,116	540,944	86%	11,609,669	-	520,391
21001	5,596,085	5,455,623	140,462	-	-	-	3,362,436	3,278,038	84,398	60%	3,836,798	-	474,362
21002	18,405,469	18,504,858	(99,389)	-	-	-	7,759,715	7,859,104	(99,389)	42%	8,638,660	-	878,945
21004	28,647,123	27,647,338	999,785	-	-	-	6,645,688	6,413,753	231,935	23%	7,383,400	-	737,712
21005/21006	4,803,801	4,331,107	472,694	-	-	-	3,966,118	3,575,852	390,266	83%	3,967,970	-	1,852
21007	1,044,204	953,149	91,055	-	-	-	949,272	866,495	82,777	91%	1,030,465	-	81,193
21008/21009	11,976,017	11,528,114	447,903	-	-	-	4,182,663	4,026,232	156,431	35%	4,717,978	-	535,315
21010	3,496,649	3,302,664	193,985	-	-	-	204,867	193,502	11,365	6%	148,027	56,840	-
21011	20,128,483	19,458,205	670,278	-	-	-	3,228,591	3,121,079	107,512	16%	3,733,871	-	505,280
21012	2,111,306	2,292,034	(180,728)	-	-	-	382,535	563,263	(180,728)	18%	400,156	-	17,621
21013	13,850,811	13,469,914	380,897	-	-	-	1,780,935	1,731,959	48,976	13%	2,144,142	-	363,207
21014	17,482,702	16,723,953	758,749	-	-	-	1,019,172	974,940	44,232	6%	1,252,970	-	233,798
21015	18,486,752	17,616,026	870,726	-	-	-	7,022	6,691	331	0%	214,731	-	207,709
Various	577,314	537,831	39,483	8,261	7,679	582	427,599	437,895	(10,296)	83%	480,108	-	44,248
Total	$ 189,326,256	$ 180,367,197	$ 8,959,059	$ 1,800,284	$ 1,692,576	$ 107,708	$ 67,935,670	$ 63,733,806	$ 4,201,864		$ 75,787,426	$ 62,567	$ 6,114,039

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Schedule IV - Schedule of Completed Contracts for Broaddus Construction, LLC
Year Ended December 31, 2021

	Contract Totals			Before January 1, 2021			Year Ended December 31, 2021		
Contract	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues	Cost of Revenues	Gross Profit (Loss)	Revenues	Cost of Revenues	Gross Profit (Loss)
17001	$ 6,589,328	$ 6,185,772	$ 403,556	$ 6,570,199	$ 6,185,772	$ 384,427	$ 19,129	$ -	$ 19,129
18003	1,499,918	1,380,173	119,745	1,445,207	1,380,173	65,034	54,711	-	54,711
18008	30,066,216	26,603,671	3,462,545	30,016,203	26,606,969	3,409,234	50,013	(3,298)	53,311
19006	2,435,947	2,478,781	(42,834)	295,020	269,658	25,362	2,140,927	2,209,123	(68,196)
19008	20,540,537	19,578,187	962,350	16,957,323	16,024,368	932,955	3,583,214	3,553,819	29,395
19009	1,278,270	1,179,969	98,301	1,111,708	1,028,053	83,655	166,562	151,916	14,646
20001	2,500,178	2,254,955	245,223	2,499,729	2,224,537	275,192	449	30,418	(29,969)
20005	1,234,029	1,107,400	126,629	1,042,638	944,765	97,873	191,391	162,635	28,756
20006	1,125,539	1,017,038	108,501	838,153	758,334	79,819	287,386	258,704	28,682
20004	2,034,302	1,874,709	159,593	2,034,302	1,852,660	181,642	-	22,049	(22,049)
20008	296,747	310,459	(13,712)	108,882	104,892	3,990	187,865	205,567	(17,702)
Other	3,285,336	4,734,792	(1,449,456)	3,105,418	2,884,427	220,991	179,918	1,850,365	(1,670,447)
Total	$ 72,886,347	$ 68,705,906	$ 4,180,441	$ 66,024,782	$ 60,264,608	$ 5,760,174	$ 6,861,565	$ 8,441,298	$ (1,579,733)

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Financial Statements as of and for the Year Ended December 31, 2022 and Independent Accountants' Review Report

MAXWELL & LOCKE RITTER

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Independent Accountants' Review Report

To the Management of
Broaddus & Associates, Inc. and Affiliates
Austin, Texas

We have reviewed the accompanying combined financial statements of Broaddus & Associates, Inc. (a Texas S Corporation) and Affiliates, which are related through common ownership and management (combined, the "Company"), which comprise the combined balance sheet as of December 31, 2022, and the related combined statements of operations, owners' equity and cash flows for the year then ended, and the related notes to the combined financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the combined financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the combined financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our ethical responsibilities, in accordance with the relevant ethical requirements to our review.

Affiliated Company
ML&R WEALTH MANAGEMENT LLC
"A Registered Investment Advisor"
This firm is not a CPA firm

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 2 to the combined financial statements, the Company changed its method of accounting for leasing transactions due to the adoption of Accounting Standards Update No 2016-02, *Leases (Topic 842)* on January 1, 2022. Our opinion is not modified with respect to that matter.

Supplementary Information

The supplementary information included in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the combined financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic combined financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, accordingly, do not express an opinion on such information.

Maxwell Locke & Ritter LLP

Austin, Texas
November 28, 2023

Broaddus & Associates, Inc. and Affiliates

Combined Balance Sheet
December 31, 2022

Assets	
Current assets:	
Cash and cash equivalents	$ 9,635,599
Receivables:	
Trade, net	18,769,061
Retainage	7,091,653
Other	15,574
Prepaid expenses and other current assets	432,182
Total current assets	35,944,069
Advances to related parties	2,297,532
Property and equipment, net	441,709
Deferred tax asset	27,507
Operating lease right-of-use assets	446,503
Goodwill	762,591
Other assets	655,424
Investment in unconsolidated affiliate (Note 5)	205,291
Total	$ 40,780,626
Liabilities and Owners' Equity	
Current liabilities:	
Payables:	
Trade	$ 11,896,961
Retainage	7,481,781
Accrued expenses	1,152,995
Contract liabilities	5,086,120
Current portion of operating lease obligations	258,202
Current portion of long-term debt	1,559,761
Total current liabilities	27,435,820
Operating lease obligations, net of current portion	191,309
Long-term debt, net of current portion	3,239,739
Total liabilities	30,866,868
Owners' equity:	
Stockholder's equity	12,185,592
Members' deficit	(2,271,834)
Total owners' equity	9,913,758
Total	$ 40,780,626

See accompanying notes and independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Statement of Operations
Year Ended December 31, 2022

Revenues	$ 139,039,256
Cost of revenues	120,993,234
Gross margin	18,046,022
Operating expenses	16,615,046
Income from operations	1,430,976
Other income (expense):	
Interest expense	(202,476)
Interest income	42,162
Equity in earnings of unconsolidated affiliate	158,982
Other income, net	123,442
Total other income, net	122,110
Income before income taxes	1,553,086
Income tax expense	(115,821)
Net income	$ 1,437,265

See accompanying notes and independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Statement of Owners' Equity
Year Ended December 31, 2022

	Broaddus & Associates, Inc.				
	Common Stock		Retained Earnings	Members' Capital (Deficit)	Total Owners' Equity
	Shares	Amount			
Balance, December 31, 2021	1,000	$ 10	$ 9,012,401	$ 511,622	$ 9,524,033
Distributions	-	-	(585,824)	(461,716)	(1,047,540)
Net income	-	-	3,759,005	(2,321,740)	1,437,265
Balance, December 31, 2022	1,000	$ 10	$ 12,185,582	$ (2,271,834)	$ 9,913,758

As of December 31, 2022, Broaddus & Associates, Inc. had authorized the issuance of 1,000,000 shares of $0.01 par value common stock.

See accompanying notes and independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Combined Statement of Cash Flows
Year Ended December 31, 2022

Cash Flows from Operating Activities:		
Net income	$	1,437,265
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for bad debt		(8,346)
Depreciation and amortization		290,863
Gain on disposal of property and equipment		(17,866)
Non-cash lease expense		317,748
Deferred tax benefit		44,290
Equity in earnings of unconsolidated affiliate		(158,982)
Changes in operating assets and liabilities:		
Trade receivables		970,585
Retainage receivables		(832,698)
Prepaid expenses and other current assets		(47,902)
Other assets		(421)
Trade payables		(653,394)
Retainage payables		2,099,088
Income taxes payable		4,678
Accrued expenses		(276,432)
Contract liabilities		(1,234,224)
Operating lease obligations		(314,740)
Net cash provided by operating activities		1,619,512
Cash Flows from Investing Activities:		
Distributions received from unconsolidated affiliates (Note 5)		18,694
Proceeds from sale of property and equipment		31,500
Purchases of property and equipment		(327,735)
Repayments on advances to related parties		150,000
Advances to related parties		(972,705)
Net cash used in investing activities		(1,100,246)
Cash Flows from Financing Activities:		
Payments on long-term debt		(1,557,500)
Distribution to stockholder		(585,824)
Distributions to owners		(461,716)
Payment of distribution payable		(112,460)
Net cash used in financing activities		(2,717,500)
Net change in cash and cash equivalents		(2,198,234)
Cash and cash equivalents, beginning of year		11,833,833
Cash and cash equivalents, end of year	$	9,635,599
Supplemental Cash Disclosure-		
Cash paid for income taxes	$	66,210
Supplemental Non-Cash Disclosure-		
Operating lease obligations resulting from the addition of right-of-use assets	$	757,185

See accompanying notes and independent accountants' review report.

1. Organization and Nature of Operations

Broaddus & Associates, Inc. ("B&A") provides professional services in the areas of program management and consulting services for owners planning and developing design and construction projects. B&A is recognized as a Historically Underutilized Business ("HUB") in the State of Texas.

B&A held a 51% majority interest in the common stock of PM2I, Inc. (d/b/a Project Management Innovations International) ("PM2i"). PM2i provided professional design-build or construction management at-risk services for private enterprises. PM2i was dissolved in 2022.

Broaddus Construction, LLC ("BC"), a company under common ownership, provides professional design-build or construction management at-risk services for private enterprises. BC performs construction throughout the United States under cost-plus and fixed price contracts. The B&A stockholder is the majority member of BC.

Broaddus Planning, LLC ("Planning"), a company under common ownership, assists clients in the preparation of strategic plans, facilities needs assessments and projections, master plans and long-range capital program plans. The B&A stockholder is the sole member of Planning. Planning is recognized as a HUB in the State of Texas.

Broaddus Defense, LLC ("Defense"), a company under common ownership, provides training and security assessments to clients. The B&A stockholder is the sole member of Defense.

2. Summary of Significant Accounting Policies

Basis of Presentation - The combined financial statements include the accounts of B&A, BC, Planning, Defense. In addition, an affiliated company with common ownership, considered a variable interest entity in which B&A and BC are the primary beneficiaries (Note 13), is also included in the combined financial statements. Collectively, the entities are the Company. The combined financial statements are not those of a separate legal entity. All significant intercompany accounts and transactions have been eliminated. The combined financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") as defined by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification.

Accounting Estimates - The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents - The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Receivables - Trade receivables are recorded based on contracted prices when the Company has an unconditional right to payment under the terms of the contract. Billed receivables generally require payment within thirty days. Delinquent invoices do not accrue interest and account balances with charges over ninety days old are considered delinquent and management begins collection efforts at that time. Receivables that are not paid by customers pursuant to retainage provisions in construction contracts are due upon completion of the contracts and acceptance by the customers. The Company continually monitors each customer's credit-worthiness individually and recognizes allowances for estimated bad debts on specific customer accounts that are no longer estimated to be collectible. The Company regularly adjusts any allowance for subsequent collections and final determination that a receivable is no longer collectible. As of December 31, 2022, the allowance for doubtful accounts totaled $12,136.

Property and Equipment - Property and equipment are stated at cost less accumulated depreciation and amortization. Major additions and improvements are capitalized while maintenance and repairs that do not improve or extend the useful life of the respective asset are expensed. Depreciation of property and equipment is computed using the straight-line method over the estimated useful lives. Leasehold improvements are amortized over the shorter of the life of the leasehold improvement or the term of the related lease. Estimated useful lives of the principal classes of assets are as follows:

Vehicles	5 years
Office equipment	2-7 years
Office furniture and fixtures	5-7 years
Leasehold improvements	3 years

Change in Accounting Principle for Recently Adopted Accounting Pronouncement - In February 2016, the FASB issued Accounting Standards Update ("ASU") No. 2016-02, *Leases (Topic 842)*, which supersedes existing guidance for leases under Topic 840, *Leases*. The standard requires the recognition of right-of-use ("ROU") assets and lease liabilities for all leases, including operating leases. The Company adopted ASU No. 2016-02, as amended ("Topic 842"), on January 1, 2022, using a modified retrospective approach. The Company elected the package of practical expedients at the time of adoption which allowed entities to: 1) not reassess whether any expired or existing contracts were or contained leases; 2) retain the existing classification of lease contracts as of the date of adoption; and 3) not reassess initial direct costs for any existing leases. The Company also elected to use hindsight with respect to lease renewals and purchase options when determining the lease term and in assessing potential impairment of ROU assets and to apply a single discount rate to portfolios of leases. Adoption of the standard required the Company to restate amounts as of January 1, 2022, resulting in an increase in operating ROU assets and operating lease obligations of $757,185. The adoption did not have a significant impact on the Company's combined statement of operations.

Leases - The Company leases office space and warehouse space under noncancelable long-term lease agreements. Management assesses contracts at inception to determine whether an arrangement is or includes a lease, which conveys the Company's right to control the use of an identified asset for a period of time in exchange for consideration. A determination is made at inception as to whether the lease is an operating lease or a finance lease, and lease determinations are reassessed in the event of a change in lease terms. ROU assets and the associated liabilities are recognized at the commencement date and initially measured based on the present value of future minimum lease payments over the expected lease term, with ROU assets increased for initial direct costs and prepaid lease payments and reduced by any lease incentives received from the lessor.

The majority of the Company's lease agreements do not explicitly state the discount rate implicit in the lease; therefore, the Company elects to use a risk-free rate to determine the value of its lease obligations when the implicit rate is not readily determinable. Leases with an initial term of twelve months or less are classified as short-term leases and are not recognized in the combined balance sheet unless the lease contains a purchase option that is reasonably certain to be exercised. Lease payments for short-term leases are recognized on a straight-line basis over the lease term.

Lease agreements may include periodic adjustments to payment amounts for inflation or other variables, or may require payments for taxes, insurance, maintenance or other expenses, which are generally referred to as non-lease components. The Company elects the practical expedient to account for non-lease components together with the related lease components for all classes of leased assets. Certain lease agreements include renewal options to extend the lease term. Management assesses these options using a threshold of reasonably certain, which is a high threshold; therefore, the Company's lease agreements do not generally include renewal periods for the measurement of the ROU asset and the associated lease liability. Lease term, discount rate, variable lease costs and future minimum lease payment determinations require the use of judgment and are based on the facts and circumstances of each lease. Economic incentives, intent, past history and business need are among the factors considered to determine if renewal and/or purchase options are reasonably certain to be exercised. The Company's lease agreements do not contain residual value guarantees, restrictions, or covenants.

Operating lease expense is recorded as rent expense, within operating expenses, over the term of the lease on a straight-line basis. Fixed costs for operating leases are composed of initial base rent amounts plus any fixed annual increases. Variable costs for operating leases consist primarily of common area maintenance and taxes under the office leases.

Impairment of Long-Lived Assets - Long-lived assets subject to depreciation and amortization are reviewed for impairment at the asset group level whenever events or circumstances indicate that the amount recorded may not be recoverable. An impairment loss is recognized by the amount in which the carrying amount of the asset group exceeds fair value, if the carrying amount of the asset group is not recoverable. The Company did not recognize an impairment loss on long-lived assets during the year ended December 31, 2022.

Goodwill is evaluated for impairment at the reporting unit level at each reporting date. The Company assesses qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to test goodwill for potential impairment. If it is more likely than not or if a qualitative assessment is not performed, the Company performs a quantitative assessment to determine the amount of the impairment loss, if any. An impairment loss is recognized by the amount in which the carrying amount of the reporting unit exceeds fair value. The Company did not recognize an impairment loss on goodwill during the year ended December 31, 2022.

Investments in Unconsolidated Affiliates - Investments in unconsolidated affiliates consist of equity method investments. The equity method is used to account for investments in corporate joint ventures and certain other noncontrolled entities when an investor has the ability to exercise significant influence over operating and financial policies of an investee, even though the investor holds 50% or less of the ownership.

Contract Assets and Contract Liabilities - Contract assets represent revenue recognized in excess of amounts billed in which the Company's right to payment is conditional. Contract liabilities represent amounts billed to customers in excess of revenue recognized to date and accrued project losses, which were not significant as of December 31, 2022. Receivables, contract assets, and contract liabilities consisted of the following as of December 31:

	2022	2021
Trade receivables	$ 18,624,736	$ 19,657,925
Costs and estimated earnings in excess of billings on uncompleted contracts	156,461	93,857
Allowance for doubtful accounts	(12,136)	(20,482)
Trade receivables, net	18,769,061	19,731,300
Retainage receivables	7,091,653	6,258,955
Total receivables, net	$ 25,860,714	$ 25,990,225
Total contract liabilities	$ 5,086,120	$ 6,320,344

Costs to Obtain or Fulfill a Contract - The Company does not incur significant costs to obtain or fulfill contracts requiring capitalization.

Fair Value Measurements - Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value accounting requires characterization of the inputs used to measure fair value into a three-level fair value hierarchy as follows:

Level 1 - Inputs based on quoted prices in active markets for identical assets or liabilities. An active market is a market in which transactions occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2 - Observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent from the entity.

Level 3 - Unobservable inputs that reflect the entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available.

There are three general valuation techniques that may be used to measure fair value: i) market approach - uses prices generated by market transactions involving identical or comparable assets or liabilities, ii) cost approach - uses the amount that currently would be required to replace the service capacity of an asset (replacement cost), and iii) income approach - uses valuation techniques to convert future amounts to present amounts based on current market expectations.

Revenue Recognition - Revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services by following a five-step process: 1) identify the contract with a customer, 2) identify the performance obligations in the contract, 3) determine the transaction price, 4) allocate the transaction price, and 5) recognize revenue when or as the Company satisfies a performance obligation.

Promises in the Company's construction contracts are generally accounted for as a single performance obligation as the Company provides a significant integration service of combining all of the materials and services in the contract into the combined item. Revenue is recognized over time, as the performance obligation is satisfied, using the cost-to-cost input method based primarily on contract costs incurred to date compared to total estimated contract costs. Contract costs include all direct material, labor, and subcontractor costs and indirect cost allocations for labor and general and administrative expenses related to contract performance. The Company recognizes revenue, but not profit, on certain uninstalled materials when the cost is incurred and control is transferred to the customer. Revenue from contracts for professional services billed on a time and materials basis is recognized over-time in the period in which the services are performed.

Changes to total estimated contract costs, earnings, or losses, if any, are assessed at the contract level and recognized in the period in which they are determined. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. The Company elects to exclude allocated general and administrative costs from the cost basis when determining if a contract is in a loss position. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates will change within the near term. Precontract costs are expensed as incurred, unless they generate or enhance resources that will be used to satisfy performance obligations in the future and are expected to be recovered from the customer.

BC offers a one to two-year assurance-type warranty for defects in materials or construction, which is customary in the industry. As historical warranty claims have not resulted in significant costs incurred by BC, there was no warranty accrual as of December 31, 2022.

Payment terms generally require payment within thirty days. BC's contract terms generally require interim payments as work progresses. Contracts may also provide for retainage payments; however, this does not create a significant financing component as the primary purpose of the retainage payments is to provide the customer with assurance that BC will perform its obligations under the contract. Taxes collected from customers and remitted to governmental authorities are excluded from revenue.

BC's contracts may include variable consideration, such as incentive fees, performance bonuses, award fees, liquidated damages, penalties, or unpriced change orders. Variable consideration is estimated and included in the transaction price at contract inception and updated at each subsequent reporting date. The amount of variable consideration included in revenue is constrained subject to the amount that would not result in a risk of significant revenue reversal. Estimates of variable consideration are based largely on BC's assessment of legal enforceability, anticipated performance, and any other information (historical, current or forecasted) that is reasonably available.
To estimate variable consideration for incentives, management uses i) the expected value method when BC may receive several potential amounts, or ii) the most likely amount method when BC is entitled to receive all or none of a particular incentive.

Advertising Costs - Advertising costs are charged to expense as incurred and were not significant during the year ended December 31, 2022.

Income Taxes - B&A, BC, Planning and Defense file income tax returns in the U.S. federal jurisdiction and various state jurisdictions. These companies are taxed as pass-through entities for federal income tax purposes; accordingly, all taxable income, losses, deductions and credits are allocated to the shareholders or members who are responsible for the payment of taxes thereon. Therefore, no provision has been made for federal income taxes.

PM2i files income tax returns in the U.S. federal jurisdiction and the State of Texas. Income taxes are accounted for under the liability method whereby deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Valuation allowances are established when considered necessary to reduce the net deferred tax assets to amounts which are more likely than not to be realized.

The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. The tax benefits recognized in the combined financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Management evaluated its tax positions for all open tax years, and believes the Company had no material uncertain tax positions and had recorded no related interest or penalties for the year ended December 31, 2022. Carryforward attributes that were generated in tax years prior to those that remain open for examination may still be adjusted by relevant tax authorities upon examination if they either have been, or will be, used in a future period.

Variable Interest Entities - The Company elects to use the private company accounting alternative for variable interest entities ("VIE"). Accordingly, if the Company's parent entity has a direct or indirect controlling financial interest in both the Company and the VIE being evaluated for consolidation under the voting interest model, then the private company exemption applies and the Company is exempt from evaluating the entity for consolidation under the VIE model.

Recently Issued Accounting Pronouncement - In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which seeks to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments, including trade receivables and other commitments to extend credit held by a reporting entity at each reporting date. Entities are required to replace the incurred loss impairment methodology in current U.S. GAAP with a methodology that reflects current expected credit losses and requires consideration of a broader range of reasonable and supportable information to determine credit loss estimates. The amendment is effective using a modified retrospective approach for fiscal years beginning after December 15, 2022 and early adoption is permitted. The Company is currently evaluating the impact the amendment will have on its combined financial statements.

3. Revenue Recognized and Costs Incurred on Uncompleted Contracts

The following is a summary of contracts in progress as of December 31, 2022:

Costs incurred on uncompleted projects	$ 151,683,488
Estimated earnings	25,488,709
Revenue earned on uncompleted projects	177,172,197
Less billings to date	(182,101,856)
Total	$ (4,929,659)

The above is reflected in the accompanying combined balance sheet under the following as of December 31, 2022:

Trade receivables, net	$ 156,461
Contract liabilities	(5,086,120)
Total	$ (4,929,659)

The Company had $104,457,189 in contract backlog as of December 31, 2022 (not reviewed).

4. Property and Equipment

Property and equipment consisted of the following as of December 31, 2022:

Vehicles	$ 956,381
Office equipment	407,201
Office furniture and fixtures	190,671
Leasehold improvements	5,750
Total	1,560,003
Less accumulated depreciation and amortization	(1,118,294)
Property and equipment, net	$ 441,709

5. Investment in Unconsolidated Affiliate

B&A holds a 49% membership interest in Gallegos Project Management, LLC ("GPM"). GPM provides design, inspection, constructability and project management consulting services for public and private sector customers developing capital improvement projects.

B&A's investment in GPM is accounted for using the equity method. Accordingly, B&A records its share of such earnings (losses) in the combined statement of income as "equity in earnings (losses) of unconsolidated affiliate" and the carrying values of B&A's investment in GPM is recorded in the combined balance sheet as "investment in unconsolidated affiliate."

6. Leases

The following is a summary of the Company's lease expense for the year ended December 31, 2022:

Operating lease expense	$ 317,748
Variable lease expense	22,675
Short-term lease expense	411,559
Total	$ 751,982

Future minimum rental payments due in 2023 under short-term lease agreements were not significant as of December 31, 2022. Future minimum lease payments due under long-term lease agreements, excluding payments for real estate taxes and common area maintenance, as of December 31, 2022 were as follows:

	Operating Leases
2023	$ 264,910
2024	49,346
2025	50,960
2026	52,573
2027	49,549
Total minimum lease payments	467,338
Less amounts representing interest	(17,827)
Present value of minimum lease payments	449,511
Less current portion of lease obligations	(258,202)
Lease obligations, net of current portion	$ 191,309

As of December 31, 2022, operating leases had a weighted average remaining lease term of 3 years and a weighted average discount rate of 1.84%.

7. Borrowing Arrangements

B&A is obligated under an unsecured $5,137,750 promissory note, payable to a former employee, which requires annual post-termination payments of principal plus interest at 3.25% per annum through December 31, 2025. As of December 31, 2022, the promissory note had an outstanding balance of $3,075,150.

BC repurchased the membership interest of a former member for $2,662,250, which is financed by an unsecured $2,129,800 promissory note that requires annual payments of principal plus interest at 3.25% per annum through December 31, 2025. As of December 31, 2022, the promissory note had an outstanding balance of $1,597,350.

BC is obligated under a line of credit agreement (the "LOC") with a bank totaling $2,000,000, which bears interest at the prime rate plus 1.25% per annum (8.75% as of December 31, 2022) and requires monthly interest-only payments with any unpaid principal and interest due at maturity, January 18, 2023. The LOC is secured by substantially all assets of BC and B&A, and is guaranteed by B&A, Planning and Broaddus Holdings, LLC ("Holdings"), a company under common ownership, and the member of BC. The LOC is subject to certain covenants including a requirement to maintain unencumbered liquid assets not less than $2,000,000 during any period in which the line of credit is in use. The LOC was not used during the year ended December 31, 2022, and no balance was outstanding as of December 31, 2022. The LOC contains a subjective acceleration clause in which BC defaults if there is a material adverse change in its financial condition. The LOC is subject to a cross default provision in which BC defaults on the line if there is a default on any other agreement that may materially affect B&A or BC's property or ability to repay the LOC.

In May 2020, Defense received a $127,100 Economic Injury Disaster Loan (the "EIDL Loan"), which was created through the Coronavirus Aid, Relief, and Economic Security Act and is administered by the Small Business Administration. Beginning January 2023, the loan requires monthly payments of $620, which include principal and interest at 3.75%. The loan matures in July 2050 and is secured by substantially all assets of Defense. The EIDL Loan had an outstanding balance of $127,000 as of December 31, 2022.

Future required principal payments on debt obligations were as follows as of December 31, 2022:

2023	$ 1,559,761
2024	1,559,847
2025	1,559,937
2026	2,530
2027	2,626
Thereafter	114,799
Total	$ 4,799,500

8. Income Taxes

The components of the income tax expense were as follows for the year ended December 31, 2022:

	B&A	BC	Total
State, current expense	$ 34,015	$ 37,516	$ 71,531
State, deferred benefit	44,290	-	44,290
Total	$ 78,305	$ 37,516	$ 115,821

B&A had deferred tax assets totaling $27,507 as of December 31, 2022, which were comprised of Texas franchise research and development tax credit carryforwards. As of December 31, 2022, B&A had no deferred tax liabilities.

The Company's provision for income taxes differs from the expected tax expense amount computed by applying the statutory federal income tax rate of 21% to income before income taxes primarily as a result of permanent differences and state income taxes.

9. Commitments and Contingencies

The Company is involved in various legal proceedings which arise periodically in the normal course of business. While the results of such matters cannot be predicted with certainty, management does not expect any such matters to have a material adverse effect on the Company's combined financial position as of December 31, 2022.

10. Related Party Transactions

Non-interest bearing advances, secured by certain property, totaling $262,320 were due to B&A from the stockholder of B&A as of December 31, 2022. Non-interest bearing advances, secured by certain property, totaling $1,062,507 were due to B&A from Holdings as of December 31, 2022. Pursuant to Note 14 regarding subsequent events, at the time of this report, Holdings has repaid $526,209 of this balance.

In March 2022, the stockholder of B&A formed Capital View Century Broaddus Property, LLC ("Broaddus Property") for the purpose of acquiring office space partially occupied by B&A. B&A has a variable interest in Broaddus Property, a company under common control in which B&A is the primary beneficiary. In accordance with the private company alternative for VIEs, B&A is exempt from evaluating Broaddus Property for consolidation. In April 2022, B&A made non-interest bearing advances, secured by certain property, totaling $960,000 to Broaddus Property. Additionally, certain operating expenses were paid by B&A on behalf of Broaddus Property totaling $11,715 during the year ended December 31, 2022. Related party rent expense recognized by the Company during the year ended December 31, 2022 totaled $84,851.

11. Concentrations

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents, trade and retainage receivables, and notes receivable. The Company places its cash and cash equivalents with a limited number of high-quality financial institutions and at times may exceed the amount of insurance provided on such deposits.

The Company is also subject to risk related to concentrations in sales volumes with certain customers. Two BC customers accounted for 24% of the Company's revenues for the year ended December 31, 2022.

12. Employee Benefit Plan

The Company has established a qualified retirement plan (the "Plan") covering substantially all of its employees. Eligible employees can make Plan contributions up to the maximum amount allowed by the Internal Revenue Code. The Company makes safe harbor matching contributions and may make additional contributions at its discretion. The Company made contributions of $357,658 during the year ended December 31, 2022.

13. Consolidation of Variable Interest Entities

B&A has a 70% interest in Broaddus Levis, LLC ("B&L"), a joint venture that acts as the program manager of a series of construction and renovation projects for a hospital district under a professional services contract. B&A serves as the manager of the joint venture and makes decisions that are most significant to the operations of B&L. B&A has the right to 70% of residual profits of the joint venture's construction contract and bears the risk of 70% of potential losses. B&L is considered a variable interest entity in which B&A is the primary beneficiary. Therefore, B&A consolidates the results of B&L's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by B&L are included in the Company's combined balance sheet as of December 31, 2022:

Cash	$	367,246
Trade receivables	$	2,318,438
Intercompany receivables	$	2,315
Trade payables	$	1,919,447
Retainage payables	$	780,230

The Company recognized $4,662,430 and $4,205,387 of revenues and cost of revenues, respectively, related to the operations of B&L during the year ended December 31, 2022. The contract value of the B&L construction contract was $29,343,591 as of December 31, 2022. There are no differences in accounting policies between B&A and B&L and no gain or loss was recognized as a result of combining the assets and liabilities of B&L.

BC had a 1% interest in Primrose Village GC JV ("Primrose JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC served as the manager of the joint venture and made decisions that were most significant to the operations of Primrose JV. BC had the right to all residual profits of the joint venture's construction contract and bore the risk of any potential losses. Primrose JV was considered a variable interest entity in which BC was the primary beneficiary. Primrose JV had no assets owned and liabilities owed as of December 31, 2022. The Company recognized $204,084 of revenues and no cost of revenues, related to the operations of Primrose JV during the year ended December 31, 2022. The final contract value of the Primrose JV construction contract was $20,744,621 and was completed during the year ended December 31, 2022.

BC has a 1% interest in Broaddus LCDI JV ("Pecan Creek JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of the joint venture and makes decisions that are most significant to the operations of Pecan Creek JV. BC has the right to all residual profits of the joint venture's construction contract and bears the risk of any potential losses. Pecan Creek JV is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of Pecan Creek JV's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by Pecan Creek JV are included in the Company's combined balance sheet as of December 31, 2022:

Cash	$	10,066
Trade receivables	$	3,804

The Company recognized $5,061,892 and $4,394,476 of revenues and cost of revenues, respectively, related to the operations of Pecan Creek JV during the year ended December 31, 2022. The final contract value of the Pecan Creek JV construction contract was $26,162,104 and was completed during the year ended December 31, 2022.

BC has a 1% interest in Broaddus HACH JV ("HACH JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of the joint venture and makes decisions that are most significant to the operations of HACH JV. BC has the right to all residual profits of the joint venture's construction contract and bears the risk of any potential losses. HACH JV is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of HACH JV's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by HACH JV are included in the Company's combined balance sheet as of December 31, 2022:

Cash	$	136,079
Trade receivables	$	334,190
Billings in excess of costs and estimated earnings on uncompleted projects	$	17,819
Trade payables	$	13,980
Retainage payables	$	323,633
Accrued expenses	$	28

The Company recognized $1,792,490 and $1,721,360 of revenues and cost of revenues, respectively, related to the operations of HACH JV during the year ended December 31, 2022. The contract value of the HACH JV construction contract was $12,899,587 as of December 31, 2022.

BC has a 1% interest in Broaddus Sunland Country GC JV ("Sunland JV"), a joint venture that acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of the joint venture and makes decisions that are most significant to the operations of Sunland JV. BC has the right to all residual profits of the joint venture's construction contract and bears the risk of any potential losses. Sunland JV is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of Sunland JV's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by Sunland JV are included in the Company's combined balance sheet as of December 31, 2022:

Cash	$	1,355,357
Trade receivables	$	3,392,195
Retainage receivables	$	434,717
Billings in excess of costs and estimated earnings on uncompleted projects	$	1,104,869
Trade payables	$	2,719,229
Retainage payables	$	964,418
Accrued expenses	$	488,628

The Company recognized $13,201,452 and $12,284,897 of revenues and cost of revenues, respectively, related to the operations of Sunland JV during the year ended December 31, 2022. The contract value of the Sunland JV construction contract was $20,323,580 as of December 31, 2022.

BC has a 51% interest in MHP-Broaddus Construction, LLC ("MHP"). MHP acts as the general contractor for the construction of a multifamily housing project under a construction contract. BC serves as the manager of MHP and makes decisions that are most significant to the operations of MHP. BC has the right to certain residual profits of the joint venture's construction contract and bears the risk of certain potential losses. MHP is considered a variable interest entity in which BC is the primary beneficiary. Therefore, BC consolidates the results of MHP's operations and eliminates all intercompany payables and receivables. The following assets owned and liabilities owed by MHP are included in the Company's combined balance sheet as of December 31, 2022:

Cash	$ 1,421,242
Trade receivables	$ 789,193
Retainage receivables	$ 861,603
Billings in excess of costs and estimated earnings on uncompleted projects	$ 1,219,645
Trade payables	$ 1,011,850
Retainage payables	$ 649,818
Accrued expenses	$ 71,812

The Company recognized $7,256,960 and $6,964,082 of revenues and cost of revenues, respectively, related to the operations of MHP during the year ended December 31, 2022. The contract value of the MHP construction contract was $14,440,811 as of December 31, 2022.

14. Subsequent Events

The Company has evaluated subsequent events through November 28, 2023, (the date the combined financial statements were available to be issued).

In March 2023, Holdings repaid two notes payable to B&A in the amounts of $261,978 and $264,531, respectively.

In 2023, the LOC was amended to extend the maturity to November 1, 2024 and reduce the interest rate to the prime rate plus 0.75%. The LOC is secured by substantially all assets of BC and B&A, and is guaranteed by B&A, Planning, Holdings, and Defense, and the member of BC.

In October 2023, BC entered into a second LOC ("LOC 2") with a bank totaling $2,000,000, which bears interest at the prime rate plus 0.75% and requires monthly interest-only payments, with any unpaid principal and interest due at maturity on November 1, 2024. LOC 2 is secured by a $2,500,000 certificate of deposit, held by B&A, and is guaranteed by B&A, Planning, Holdings, and Defense, and the member of BC.

Supplemental Schedules

Broaddus & Associates, Inc. and Affiliates

Schedule I - Combining Balance Sheet
December 31, 2022

	Broaddus & Associates, Inc.	Broaddus Construction, LLC	Broaddus Planning, LLC	Broaddus Defense, LLC	Elimination Entries	Combined Total
Assets						
Current assets:						
Cash and cash equivalents	$ 5,947,889	$ 3,215,865	$ 124,173	$ 347,672	$ -	$ 9,635,599
Receivables:						
Trade, net	8,254,726	10,162,783	48,495	303,057	-	18,769,061
Retainage	-	7,091,653	-	-	-	7,091,653
Other	15,574	-	-	-	-	15,574
Intercompany	2,742,616	-	-	10,820	(2,753,436)	-
Prepaid expenses and other current assets	96,300	308,184	-	27,698	-	432,182
Total current assets	17,057,105	20,778,485	172,668	689,247	(2,753,436)	35,944,069
Advances to related parties	2,297,532	-	-	-	-	2,297,532
Property and equipment, net	278,620	163,089	-	-	-	441,709
Deferred tax asset	27,507	-	-	-	-	27,507
Operating lease right-of-use assets	-	446,503	-	-	-	446,503
Goodwill	-	762,591	-	-	-	762,591
Other assets	-	655,424	-	-	-	655,424
Investments in unconsolidated affiliates (Note 5)	205,291	-	-	-	-	205,291
Total	$ 19,866,055	$ 22,806,092	$ 172,668	$ 689,247	$ (2,753,436)	$ 40,780,626
Liabilities and Owners' Equity						
Current liabilities:						
Payables:						
Trade	$ 2,587,717	$ 9,210,686	$ 87,205	$ 11,353	$ -	$ 11,896,961
Retainage	-	7,481,781	-	-	-	7,481,781
Intercompany	789,145	601,669	717,240	645,382	(2,753,436)	-
Accrued expenses	1,053,605	39,863	343	59,184	-	1,152,995
Contract liabilities	174,846	4,911,274	-	-	-	5,086,120
Current portion of operating lease obligations	-	258,202	-	-	-	258,202
Current portion of long-term debt	1,025,050	532,450	-	2,261	-	1,559,761
Total current liabilities	5,630,363	23,035,925	804,788	718,180	(2,753,436)	27,435,820
Operating lease obligations, net of current portion	-	191,309	-	-	-	191,309
Long-term debt, net of current portion	2,050,100	1,064,900	-	124,739	-	3,239,739
Total liabilities	7,680,463	24,292,134	804,788	842,919	(2,753,436)	30,866,868
Owners' equity:						
Stockholder's equity	12,185,592	-	-	-	-	12,185,592
Members' deficit	-	(1,486,042)	(632,120)	(153,672)	-	(2,271,834)
Total owners' equity (deficit)	12,185,592	(1,486,042)	(632,120)	(153,672)	-	9,913,758
Total	$ 19,866,055	$ 22,806,092	$ 172,668	$ 689,247	$ (2,753,436)	$ 40,780,626

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Schedule II - Combining Statement of Operations
Year Ended December 31, 2022

	Broaddus & Associates, Inc.	Broaddus Construction, LLC	Broaddus Planning, LLC	Broaddus Defense, LLC	Elimination Entries	Combined Total
Revenues	$ 28,034,765	$ 109,308,988	$ 288,016	$ 1,407,487	$ -	$ 139,039,256
Cost of revenues	14,461,967	105,239,096	310,911	482,160	499,100	120,993,234
Gross margin	13,572,798	4,069,892	(22,895)	925,327	(499,100)	18,046,022
Operating expenses	9,779,186	6,619,677	175,249	540,034	(499,100)	16,615,046
Income (loss) from operations	3,793,612	(2,549,785)	(198,144)	385,293	-	1,430,976
Other income (expense):						
Interest expense	(133,257)	(69,219)	-	-	-	(202,476)
Interest income	107	41,871	13	171	-	42,162
Equity in earnings of unconsolidated affiliates	158,982	-	-	-	-	158,982
Other income	17,866	105,576	-	-	-	123,442
Total other income, net	43,698	78,228	13	171	-	122,110
Income (loss) before income taxes	3,837,310	(2,471,557)	(198,131)	385,464	-	1,553,086
Income tax expense	(78,305)	(37,516)	-	-	-	(115,821)
Net income (loss)	$ 3,759,005	$ (2,509,073)	$ (198,131)	$ 385,464	$ -	$ 1,437,265

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Schedule III - Schedule of Contracts-in-Progress for Broaddus Construction, LLC
Year Ended December 31, 2022

	Contract Totals			Before January 1, 2022			Year Ended December 31, 2022			Inception to December 31, 2022	At December 31, 2022		
Job No.	Contract Price	Total Estimated Costs	Estimated Gross Profit (Loss)	Revenues	Cost of Revenues	Gross Profit	Revenues	Cost of Revenues	Gross Profit (Loss)	Estimated Percent Complete	Job to Date Billings	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings
20012	$ 12,899,587	$ 12,279,790	$ 619,797	$ 11,089,278	$ 10,541,468	$ 547,810	$ 1,792,490	$ 1,721,360	$ 71,130	99%	$ 12,899,587	$ -	$ 17,819
21001	5,624,083	5,524,083	100,000	3,362,436	3,278,038	84,398	2,219,740	2,204,883	14,857	99%	5,624,083	-	41,907
21002	19,094,998	19,306,818	(211,820)	7,759,715	7,859,104	(99,389)	10,791,923	10,898,326	(106,403)	97%	18,866,058	-	314,420
21004	28,823,936	27,727,134	1,096,802	6,645,688	6,413,753	231,935	19,562,889	18,797,541	765,348	91%	26,787,559	-	578,982
21008/21009	12,085,176	11,420,322	664,854	4,182,663	4,026,232	156,431	7,891,044	7,383,252	507,792	99%	12,011,257	62,450	-
21011	20,323,580	19,056,833	1,266,747	3,228,591	3,121,079	107,512	13,201,452	12,284,897	916,555	81%	17,534,912	-	1,104,869
21013	14,440,811	13,894,594	546,217	1,780,935	1,731,959	48,976	7,256,960	6,964,082	292,878	63%	10,257,540	-	1,219,645
21014	23,012,566	21,965,234	1,047,332	1,019,172	974,940	44,232	14,144,650	13,498,757	645,893	66%	15,513,237	-	349,415
21015	18,636,765	17,963,321	673,444	7,022	6,691	331	10,922,330	10,527,726	394,604	59%	11,398,307	-	468,955
22002	12,714,498	12,284,539	429,959	-	-	-	3,062,987	2,959,408	103,579	24%	3,064,300	-	1,313
22003	9,975,039	9,467,221	507,818	-	-	-	4,143,615	3,932,668	210,947	42%	4,505,372	-	361,757
22005	8,056,750	7,794,906	261,844	-	-	-	11,438	11,066	372	0%	-	11,438	-
22006	40,789,173	38,689,575	2,099,598	-	-	-	522,181	495,302	26,879	1%	471,115	51,066	-
Various	7,974,166	7,932,464	41,702	587,402	756,765	(169,363)	6,205,933	5,950,121	255,812	85%	7,245,527	-	452,192
Total	$ 234,451,128	$ 225,306,834	$ 9,144,294	$ 39,662,902	$ 38,710,029	$ 952,873	$ 101,729,632	$ 97,629,389	$ 4,100,243		$ 146,178,854	$ 124,954	$ 4,911,274

See independent accountants' review report.

Broaddus & Associates, Inc. and Affiliates

Schedule IV - Schedule of Completed Contracts for Broaddus Construction, LLC
Year Ended December 31, 2022

	Contract Totals			Before January 1, 2022			Year Ended December 31, 2022		
Contract	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues	Cost of Revenues	Gross Profit (Loss)	Revenues	Cost of Revenues	Gross Profit (Loss)
20009	$ 1,908,860	$ 1,831,245	$ 77,615	$ 1,650,876	$ 1,585,831	$ 65,045	$ 257,984	$ 245,414	$ 12,570
20010	2,002,935	1,909,188	93,747	1,970,714	1,893,856	76,858	32,221	15,332	16,889
20011	26,162,104	22,743,221	3,418,883	21,100,212	18,348,745	2,751,467	5,061,892	4,394,476	667,416
21005/21006	4,849,944	4,350,766	499,178	3,966,118	3,575,852	390,266	883,826	774,914	108,912
21007	1,050,260	958,697	91,563	949,272	866,495	82,777	100,988	92,202	8,786
Other	1,678,305	2,532,943	(854,638)	435,860	445,574	(9,714)	1,242,445	2,087,369	(844,924)
Total	$ 37,652,408	$ 34,326,060	$ 3,326,348	$ 30,073,052	$ 26,716,353	$ 3,356,699	$ 7,579,356	$ 7,609,707	$ (30,351)

See independent accountants' review report.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2025 | 1/15/2025

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

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

PRODUCER Lockton Companies, LLC 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1497028 Broaddus Construction LLC 1301 S. Capital of Texas Hwy, Ste. A302 Austin TX 78746	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Stonington Insurance Company — 10340 **INSURER B :** QBE Insurance Corporation — 39217 **INSURER C :** General Casualty Company of Wisconsin — 24414 **INSURER D :** Philadelphia Indemnity Insurance Co. — 18058 **INSURER E :** Aspen American Insurance Company — 43460 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 17775382 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	175000030	10/29/2024	10/29/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	165000036	10/29/2024	10/29/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	195000030	10/29/2024	10/29/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	155000032	10/29/2024	10/29/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Excess Liability Contractor's Equipment	Y	Y	PHUB915800-000 IM00NYY24	10/29/2024 10/29/2024	10/29/2025 10/29/2025	See Attached	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Commercial General Liability Coverage Form CG0001 4/13, Additional Insured Form CG2010 4/13, Additional Insured with Completed Operations Form CG2037 4/13, Primary & Noncontributory CG2001 12/19, Waiver of Rights Form CG2404 5/09 Business Auto Additional Insured by Contract or Agreement Waiver of Subrogation by Contract or Agreement Auto Ultra Plus Form CLCA2014 10/13 Excess Liability Form MXL 131 05/15 Additional Insured CEE 465NCO 08/15 Waiver of Subrogation CEE 482 08/17.

CERTIFICATE HOLDER

17775382
Frost Bank
Attn: Insurance Dept.
PO Box 1600
OFS 3rd Floor
San Antonio TX 78296

CANCELLATION See Attachment

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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Excess Liability - $5M X $10M	
Policy#:	PHUB915800-000
Policy Term:	10/29/2024 - 2025
Issuing Co.:	Philadelphia Indemnity Insurance Company
Ded	$-
Retention	$-
Each Occurence	$5,000,000
Aggregate	$5,000,000

Contractor's Equipment	
Policy#:	IM00NYY24
Policy Term:	10/29/2024 - 2025
Issuing Co.:	Aspen American Insurance Company
Limit (Scheduled/Owned)	$53,648
Leased/Rented	$500,000
Deductible - Scheduled/Owned	$1,000
Deductible - Leased/Rented	$1,000

Affidavit of Insurance

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Travis

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

Scott Broaddus, who
[Affiant]

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

Broaddus Construction
[Contractor's Company Name]

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

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on January 28, 2025
[Date]

Valerie H Cromer
My Commission Expires
7/13/2027
Notary ID 134452395

Notary Public in and for the State of TEXAS

VALERIE CROMER
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: 7/13/2027
[Expiration Date]

END OF DOCUMENT

Conflict of Interest

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

Certification:

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

X	I have no conflict of interest to disclose
	I have the following conflict of interest to disclose:

Date:

January 28, 2025

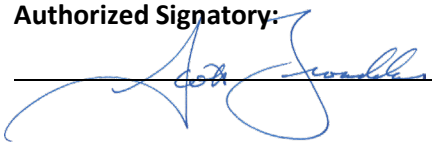
Company/Vendor Name:

Broaddus Construction

Printed Name and Title:

Scott Broaddus | Vice President

Authorized Signatory:



General Questionnaire

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Broaddus Construction, LLC
(Full, correct legal name)

- Address: 204 E. Cano Street, Suite 2.109, Edinburg, TX 78539
- Telephone/Fax: 956.589.0277 | 512.329.8242
- Email address: JGonzalez@BroaddusUSA.com

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

Yes____ No_X__

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

Yes_X__ No____

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

1301 S. Capital of Texas Hwy., Suite A-302 Austin, TX 78746

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

Yes__X__ No____

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

___1__ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office: 7

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

Yes____ No_X__

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

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

Name: Joseph Gonzalez

Address: 204 E. Cano Street, Suite 2.109, Edinburg, TX 78539

Telephone: 956.589.0277

Fax: 512.329.8242

Email: JGonzalez@BroaddusUSA.com

8. Surety Information

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

Yes ___ No X__

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

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No X__

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

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

N/A

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.

House Bill 89 Verification

HOUSE BILL 89 VERIFICATION

I, Scott Broaddus, the undersigned representative of Broaddus & Associates, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Scott Broaddus | Vice President
Type/Print Name & Title

January 28, 2025
Date

Senate Bill 13 Verification

SENATE BILL 13 VERIFICATION

I, Scott Broaddus, the undersigned representative of Broaddus Construction, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

1. **Does not boycott energy companies and;**
2. **Will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

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

Signature of Company Representative

Scott Broaddus | Vice President
Type/Print Name & Title

January 28, 2025
Date

Senate Bill 19 Verification

SENATE BILL 19 VERIFICATION

I, Scott Broaddus, the undersigned representative of Broaddus Construction, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. **Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
2. **Will not discriminate during the term of the contract against a firearm entity or firearm trade association.**

Pursuant to Section 2274.001, Texas Government Code:

1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.

2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.

3) "Discriminate against a firearm entity or firearm trade association":

   a) means, with respect to the entity or association, to:

      i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

      ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

      iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

   b) does not include:

      (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and

      (ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

         (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or.

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

4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6) "Firearm entity" means:

a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

b) a sport shooting range as defined by Section 250.001, Local Government Code.

7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

b) has two or more firearm entities as members; and

c) is exempt from federal income taxation under Section 50l(a), Internal Revenue Code of 1986, as an organization described by Section 50l(c) of that code.

Signature of Company Representative

Scott Broaddus | Vice President
Type/Print Name & Title

January 28, 2025
Date

Non-Collusion Affidavit of Prime Bidder

City of Edinburg **Non-Collusion Affidavit**

Non-Collusion Affidavit of Prime Bidder

STATE OF TEXAS

COUNTY OF HIDALGO

Scott Broaddus, being first duly sworn, deposes and says that: (Name)

(1) He is Vice President of Broaddus Construction, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign: _____

Title: Vice President

Subscribed and sworn to me this 28th day of January 2025.

By:

Notary Public

Valerie H Cromer
My Commission Expires
7/13/2027
Notary ID134452395

My Commission Expires:

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.**

Broaddus Construction

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

July 24, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

AGREEMENT
BETWEEN CITY OF EDINBURG AND CONTRACTOR
FOR
PARKING GARAGE

This Agreement is made as of this __th day of _____, 2025 (the "Effective Date"), by and between The Owner: City of Edinburg (herein "Owner") c/o 602 W. University Drive, Edinburg, Texas 78539, and Design-Build Contractor, **Contractor** for Design and Construction of Owner's main office facility expansion and renovation, and is made in compliance with the provisions of §2269 Subchapter G of the Texas Local government Code and all related codes, statutes or regulations.

The Owner and the Design-Build Contractor agree as follows:

Article 1
SCOPE OF WORK

1.1 The Design-Build Contractor acknowledges it has overall responsibility for and shall provide complete Design Services and Construction Services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the terms of this Agreement.

Article 2
CONTRACT DOCUMENTS

2.1 The Contract Documents consist of:
- o This Agreement and all attachments hereto;
- o All Change Orders issued after the Effective Date of this Agreement;
- o The Drawings and Specifications developed by Design-Build Contractor and accepted by Owner;
- o The Drawings and Specifications developed or prepared by Owner's independent consultants, if any.

2.2 The Contract Documents form the entire and integrated Contract between Owner and Design-Build Contractor and supersede all prior negotiations, representations or agreements, written or oral, prior to the date of this Agreement.

Article 3
DEFINITIONS

The terms, words and phrases used in the Contract Documents shall have the meanings given in the General and Supplementary Conditions and as follows

3.1 "Design-Build Contractor" or "Design-Builder" means the legal entity that executes the Agreement to provide design and construction services for the Project.

3.2 "Direct Salary Expense" or "DSE" means the actual gross salary, expressed on an hourly wage basis, of Design-Build Contractor's employees and consultants directly engaged on the Project. For DSE purposes, Design-Build Contractor's employees includes, but is not limited to, architects, officers, principals, engineers, designers, job captains, draftspersons, and specifications writers, who are performing consultation, research or design, or who are producing drawings, specifications, plans, or other documents pertaining to the Project, or who are performing services that are directly attributable to and necessary for the Project.

3.2.1 "Project Architect's DSE Multiplier" means the amount by which an approved DSE charge is increased to compensate Design-Build Contractor's Project Architect for its indirect employee expenses, overhead and profit. Indirect employee expenses include, but are not limited to mandatory or customary fringe benefits and employee benefits such as employer paid insurance, sick leave, holidays, vacation, pensions and similar contributions and other salary additions such as bonuses. Overhead expenses include, but are not limited to, home offices expenses and salaries of bookkeepers, secretaries, clerks, and the like. The DSE Multiplier must be agreed to by the parties in Advance of any DSE charge.

3.2.2 "Design-Build Contractor's DSE Multiplier" means the amount by which an approved Direct Salary Expense (DSE) charge is increased to compensate Design-Build Contractor for its indirect employee expenses. The Design-Build Contractor's DSE covers only the statutory amounts (such as FICA, Medicare etc.), employer paid insurance and vacation, holiday and sick leave only without any other expenses such as bonuses, and overhead such as training, automobiles and their reimbursable expenses, etc. This DSE Multiplier shall be used for all labor associated with the General Conditions.

3.3 "General Conditions

3.3.1 "Contract General Conditions" means the additional contract provisions described in Exhibit B1.

"Design-Build Contractor's General Conditions" are Contractor's allowable costs for managing the construction in the field.

3.3.2 "Owner Representative" means the firm of Broaddus & Associates, Inc. which serves as the statutory professional representative of the Owner pursuant to the provisions of §2269 Subchapter G of the Texas Local Government Code.

3.3.3 "Project Architect" means the professional architect or engineer employed by the Design-Build Contractor to perform all or part of the Design Services in accordance with the Contract. The Project Architect and its professional consultants must be qualified to perform the Design Services and licensed in the State of Texas in their respective professions.

3.4 "Design-Build Budget Limitation", or DBBL, means the Owner's established upper cost limit, or construction budget, for the Project. DBBL includes all costs for pre-construction services, schematic design, design development, construction documents, construction administration, general conditions, cost of work, contingency, and fee for the Design-Build Contractor and all of his vendors, suppliers, subcontractors Project Architect and sub consultants. The DBBL also includes all Design-Builder Contractor contingencies. The DBBL serves as the Design-Build Contractor's initial Guaranteed Maximum Price (GMP) for the Project. The Design-Build Contractor is obligated to meet all contract conditions while designing and constructing the project within the DBBL.

3.5 "Subcontractor" means a person or entity that has an agreement with the Design-Build Contractor to perform any portion of the Work.

3.6 "Work" means the provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents. Work includes, but is not limited to, the Design Services, the GMP proposal, the Construction Services, and any Additional Services and other services required. The term "reasonably inferable" takes into consideration the understanding of the parties hereto that not every detail will be shown on the Drawings and included in the Specifications.

3.7 "Wage Rates" means the general prevailing wage rates adopted by the Owner as the most current General Decision for Building in Hidalgo County, Texas, by the US Department of Labor, as set forth in Article 3 of the Contract General Conditions attached hereto.

Article 4
DESIGN-BUILD CONTRACTOR
DESIGN SERVICES

4.1 GENERAL RESPONSIBILITIES

4.1.1 Design Services are all services provided by the Project Architect or any design professional through or under this Agreement, including but not limited to the services in Article 4 of this Agreement. Design-Build Contractor shall designate in writing a representative who is responsible for the day-to-day management of the Design Services. The designated representative shall be the Owner's primary contact during the design phase of the Project and shall be available as required for the benefit of the Project and the Owner. The designated representative shall be authorized to act on behalf of and to bind the Design-Build Contractor in all matters related to Design Services, save and except designated representative is not authorized to execute change orders or amendments to the Contract Documents. The designated representative shall not be changed without advance written

approval from the Owner, which approval shall not be unreasonably withheld.

4.1.2 Design-Build Contractor shall enter into separate agreements with a Project Architect and other qualified professionals as required for performance of the Design Services. Design-Build Contractor certifies that the Project Architect and all other professional consultants have been or will be selected on the basis of competence and qualifications pursuant to *Texas Law.* Design-Build Contractor shall not perform any architectural or engineering services directly unless Design-Build Contractor is licensed in Texas to perform such services. All drawings, specifications, and other design documents shall bear the seal of the licensed professional who prepared them in accordance with the applicable laws and regulations of the State of Texas. Design-Build Contractor shall not subcontract any of the design to its construction subcontractors except for shop drawings or technical submittals as required by the specifications.

4.1.3 Design-Build Contractor shall be solely responsible for all obligations to the Project Architect and shall pay for the services of the Project Architect and all other professional service providers out of the fees for this Agreement However, the Owner shall be identified as an intended beneficiary in all such agreements and the Project Architect and all other professional service providers shall acknowledge that they owe a duty of professional care to the Owner for the Design Services provided for the Project. Nothing in this Agreement shall create any contractual obligation from the Owner to the Project Architect or other design professionals not hired directly by the Owner.

4.1.4 The Design-Build Contractor shall be responsible for managing the Design Services so as to insure that the Project, as designed, can be constructed for an amount that is within Design-Build Budget Limitation. The obligation to design the Project so as to achieve the Program objectives of scope and cost shall continue through completion and acceptance of Construction Documents. Any adjustment to the scope or quality considered necessary to comply with the Design-Build Budget Limitation or the Program during the design phase shall be mutually agreed upon and shall be considered normal to that process.

4.1.5 The Design-Build Contractor shall submit the names of all proposed consultants for Design Services, including the Project Architect and any of its consultants, for approval by the Owner, which approval shall not be unreasonably withheld. The Design-Build Contractor shall provide the Owner with a copy of the fully executed contract or agreement authorizing services by any such consultant. All such contracts shall provide that the consultants are bound to Design-Build Contractor in the same manner and to the same extent as Design-Build Contractor is bound to Owner.

4.1.6 The Design Services shall incorporate current technology as appropriate to the stated mission of the institution and the programmed functional activities that is compatible with any existing facility and acceptable to the Owner.

4.1.7 The Design-Build Contractor shall establish constructability and value engineering review programs and reporting that conforms to accepted industry practices to identify and document project cost and schedule savings. The Design-Build Contractor's constructability coordinator shall formally report project constructability status monthly. The reports shall include the project constructability log and narratives as appropriate. The reports shall be part of the monthly project status review. The reporting requirements shall continue throughout the duration of the Project including the design, procurement, and construction phases.

4.1.8 The Design-Build Contractor agrees to meet prevailing standards of care with respect to the sufficiency and completeness of all Design Services performed and that all drawings, specifications, and other information furnished or provided by Design-Build Contractor shall be free from material errors and omissions. Approval or acceptance of any Design Services by Owner shall not in any way release Design-Build Contractor from any duty, responsibility or liability for such services, it being understood that Owner is at all times relying upon Design-Build Contractor's and Project Architect's skill and knowledge in performing the Design Phase Services.

4.1.9 Owner shall have the right to reject any defective Design Services or other defective Work on the Project of which Owner becomes aware and Design-Build Contractor shall promptly correct any such defect at Design-Build Contractor's expense. Should any portion of the Project Work be damaged or defective due to an error or omission in the Design Services, including errors or omissions in any plans, drawings, specifications, and other construction document materials prepared or furnished by Design-Build Contractor, Design-Build Contractor shall promptly correct any such damage or defect at no additional cost to the Owner. Should the Design-Build Contractor refuse or neglect to correct any such damage or defect within a reasonable time after notice, Owner may cause the damage or defect to be corrected and Design-Build Contractor shall reimburse Owner for all expenses incurred to correct the damage or defect on demand.

4.1.10 Owner may elect, at its option, to construct the Project in different phases. Such phases may or may not overlap. Design-Build Contractor shall perform Design Services in packages as appropriate to each phase of construction which may result in different schedules and reviews for the completion of each design phase and for each phase of planned construction. The Owner may elect, at its option, to establish a different Design-Build Budget Limitation (DBBL) for each such phase. In any event, whether "fast-track" methods are used or not, the Design-Build Contractor shall be responsible to meet the project's Schedule.

4.1.11 At each stage of the design phase, Design-Build Contractor shall provide the following services as appropriate:

- As identified in sections 23.2, 23.3, 23.4 and 23.5

4.1.12 Design-Build Contractor shall not proceed to any subsequent stage of Design Services until Owner has authorized Design-Build Contractor to proceed in writing, except at the Design-Build Contractor's sole financial risk.

4.2 PRE-DESIGN SERVICES PHASE

4.2.1 The Design-Build Contractor shall provide a preliminary evaluation of the Owner's Design Criteria, Program and the Design-Build Budget Limitation, each in terms of the other.

4.2.2 The Design-Build Contractor shall visit the site to become sufficiently familiar with the existing facilities, systems and conditions to insure that the Project as designed will functionally interface with the existing conditions as required.

4.2.3 The Design-Build Contractor shall review laws and local jurisdiction regulations applicable to the design and construction of the Project and advise the Owner if any program requirement may cause a violation of such laws.

4.2.4 The Design-Build Contractor in consultation with the Owner and Design-Build Contractor's entire consultant team (including, but not limited to, the Project Architect, the Mechanical/Electrical/Plumbing Engineer, the Civil Engineer, the Commissioning Consultant and other team members as appropriate) shall verify the Facility Program for the Project provided by the Owner and recommend any necessary revisions prior to the start of design. The Design-Build Contractor shall meet with representatives of the Owner as required to confirm the Facility Program and shall revise the Facility Program as necessary to incorporate the Owner's comments and requirements.

4.2.5 Before proceeding to the Schematic Development Stage, the Design-Build Contractor shall obtain Owner's written approval of the Facility Program and written authorization to proceed.

4.3 SCHEMATIC DESIGN PHASE

4.3.1 Based on the approved pre-design documents and any adjustments to the Program or Design-Build Budget Limitation authorized by the Owner, the Design-Build Contractor shall develop sufficient alternative approaches to design and construction of the Project and review them with the Owner. The Design-Build Contractor shall prepare Schematic Design documents and a preliminary construction cost estimate and submit them to the Owner for approval. Schematic Design documents shall consist of, at a minimum, single line drawings, complete material selections, and system descriptions and outline specifications sufficiently detailed to permit review by the Owner and its consultants. The construction cost estimate shall affirm adherence to the Design-Build Budget Limitation. A 3-D CADD model will

be included in the documents.

4.3.2 The Design-Build Contractor shall furnish and deliver to the Owner a minimum of five (5) complete printed sets of Schematic Design documents.

4.3.3 Before proceeding to the Design Development Phase, the Design-Build Contractor shall obtain Owner's written authorization to proceed and the Owner's approval of the preliminary construction cost estimate.

4.4 DESIGN DEVELOPMENT PHASE

4.4.1 Based on the approved Schematic Design documents and any adjustments to the Program or Design-Build Budget Limitation authorized by the Owner, the Design-Build Contractor shall prepare Design Development documents and a detailed construction cost estimate and submit them to the Owner for approval. The Design Development Documents shall fix and describe the size and character of the entire Project, including site work, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The detailed construction cost estimate shall confirm adherence to the Design-Build Budget Limitation.

4.4.2 The Design-Build Contractor shall furnish and deliver to the Owner a minimum of five (5) complete printed sets of Design Development documents.

4.4.3 Intentionally Deleted.

4.4.4 Before proceeding into the Construction Document Phase, the Design-Build Contractor shall obtain Owner's written approval of the Design Development documents and the mutually established Design-Build Budget Limitation

4.4.5 Upon receiving the Owner's written approval of the Design Development phase, the Design-Build Contractor shall create a model of the proposed Project for retention by the Owner.

4.5 CONSTRUCTION DOCUMENTS PHASE

4.5.1 Based on the approved Design Development Documents and any further adjustments to the Program, the Design-Build Budget Limitation or the Construction Cost Limitation as authorized by the Owner, the Design-Build Contractor shall prepare Construction Documents consisting of Drawings and Specifications and submit them to the Owner for approval. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall provide for the construction of the Project within the approved Construction Cost Limitation.

4.5.2 The Construction Documents shall be consistent in all material respects with Design-Build Contractor's prior design proposals to Owner and with the approved Guaranteed Maximum Price proposal.

4.5.3 The Design-Build Contractor shall provide for reviews of documents and cost estimate updates during the preparation of Construction Documents at the 50% and 95% stages. The Design-Build Contractor shall advise the Owner regarding construction phasing and scheduling, the construction contract time period, and such other construction conditions considered appropriate for the Project at these stages.

4.5.4 The Design-Build Contractor shall review with the Owner his understanding of the procedures for obtaining approval of authorities having jurisdiction over the Project prior to initiating these procedures on behalf of the Owner.

4.5.5 The Design-Build Contractor shall furnish and deliver to the Owner a minimum of five (5) complete printed sets of Construction Documents.

4.5.6 Following Owner's approval of the Construction Documents, Design-Build Contractor shall deliver to the Owner Computer-aided Design and Drafting ("CADD") system copies of the Construction Documents in the format and media specified by the Owner plus one (1) set of reproducible sepias and one blue line set, duly sealed. A final 3-D full color CADD design model will be provided by Design-Build Contractor, showing the interior lobby, exterior building, and full site of the proposed Project.

4.5.7 Following Owner's approval of the Construction Documents, Design-Build Contractor shall not be entitled to any adjustment in the approved Construction Cost Limitation except as otherwise provided in Article 20 of the General Conditions or for changes in Project scope or quality which materially increase or decrease the cost to construct the Project or the time required to construct the project, that are ordered by Owner in writing in accordance with the General and Supplementary Conditions.

4.6 CONSTRUCTION COST ESTIMATES

4.6.1 The Design-Build Contractor shall prepare and provide detailed Construction Cost Estimates of the Construction Project in CSI format with 16 division breakout with the plans and specifications submitted for review at the completion of the Schematic Design Phase, the Design Development Phase, and all required review stages of the Construction Documents Phase. The Construction Cost Estimates shall affirm the construction cost of the Project to the Owner in writing.

4.6.2 Should any Construction Cost Estimate exceed the Design-Build Budget Limitation, the Owner shall either increase the limitation to accommodate the increase or direct the Design-Build Contractor to revise the Project to bring the estimated cost within the Design-Build Budget Limitation. Should any Construction Cost Estimate fall significantly below the Design-Build Budget Limitation, the Owner shall inform the Design-Build Contractor of desired changes to the Project scope or the Design-Build Budget Limitation.

4.6.3 It is recognized that neither Design-Build Contractor nor Project Architect nor Owner has control over the cost of labor, materials or equipment, over subcontractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Design-Build Contractor cannot and does not warrant or represent that the Guaranteed Maximum Price proposal will not vary from any cost estimate or evaluation prepared under this Agreement, and that it will only be bound in connection with the Work by the Guaranteed Maximum Price as established in Article 5 below.

4.7 REVIEW DRAWINGS

4.7.1 The Design-Build Contractor, at its sole expense, shall provide Owner with the required number of design document review sets at each required stage of completion: as previously specified.

4.7.2 The Design-Build Contractor shall incorporate into the documents such corrections and amendments as the Owner requests at each phase review, unless the Design-Build Contractor objects to such changes in writing and Owner agrees to the objections. Any additional cost incurred due to Design-Build Contractor's failure to incorporate Owner's requested corrections and amendments shall be born by the Design-Build Contractor.

4.7.3 Design-Build Contractor shall identify to Owner in writing anything in Design-Build Contractor's drawings and specifications and any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Design-Build Contractor (by Owner or any other party) that Design-Build Contractor regards as unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Design-Build Contractor shall be solely responsible for the use of such documents or data unless Design-Build Contractor advises Owner in writing that in its opinion such documents or data are unsuitable, improper, or inaccurate and Owner instructs the Design-Build Contractor in writing to proceed in accordance with the documents or data as originally given.

4.7.4 Subject to Article 12, the Design-Build Contractor shall pay all costs for plans, specifications and other design and construction documents used by the Design-Build Contractor and its consultants and subcontractors, and all documents produced for review by the Owner, except for changes generated solely by Owner.

4.7.5 If any of the plans, specifications and other design and construction documents or other work materials produced or used by Design-Build Contractor pursuant to this Agreement are damaged or destroyed by fire or other casualty, Design-Build Contractor shall prepare and provide Owner with new copies of any such documents or materials, at no additional cost to Owner, unless Design-Build Contractor or Owner has a complete and

undamaged set thereof.

4.8 CONSTRUCTION ADMINISTRATION SERVICES

4.8.1 The Design-Build Contractor shall furnish the following Construction Administration Services as part of Construction Services, and without additional cost to Owner.

4.8.2 The Project Architect, and its related consultants, shall inspect the Project site at intervals appropriate to the type and stage of construction progress and as otherwise required by this Agreement to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such onsite observations, the Project Architect shall observe the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work.

4.8.3 In addition to site visits for general inspection and observation, the Project Architect shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Work. The Design-Build Contractor shall provide written reports of all site visits to the Owner within two (2) business days.

4.8.4 The Design-Build Contractor shall establish and maintain a numbering and tracking system for all project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each Owner's meeting and when requested.

4.8.5 The Design-Build Contractor shall administer all regular progress and special meetings scheduled by the Owner and shall promptly provide meeting minutes to all parties within five (5) business days. The Project Architect shall attend the Design-Build Contractor's regularly scheduled planning meetings. Regularly scheduled planning and progress meetings will be held on at least a weekly basis (usually on a time and place to be set for each).. Meeting will be held each month with a complete agenda, complete lists and schedules, and includes consideration of monthly payments.

4.8.6 The Design-Build Contractor shall prepare an agenda for and conduct job conferences for attendance by representatives of the Design-Build Contractor, major Trade Contractors and Subcontractors, the Project Architect and Owner representatives, and prepare and distribute meeting minutes and a construction status reports.

4.8.7 The Project Architect, through the Design-Build Contractor and with the approval of the Owner, shall interpret the technical requirements of the Contract Documents. The Project Architect, through the Design-Build Contractor, shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Design-Build Contractor, and shall render written recommendations to the Owner within a reasonable time on matters relating to the execution or progress of the Work or the interpretation of the Contract Documents. Interpretations and recommendations rendered by Design-Build Contractor's Project Architect in accordance with this provision shall be concurred with, by the Owner's representative (who will respond within ten (10) calendar days to a request for such approval, authorization, or concurrence) prior to being utilized or relied upon in the progress of the work.

4.8.8 The Project Architect, through the Design-Build Contractor, shall provide consultation for the purpose of clarification and interpretation of the intent and scope of the Construction Documents. Project Architect's interpretations and recommendations shall be consistent with the intent of and reasonably inferable from the Contract Documents. Project Architect's interpretations shall be made in written and/or graphic form including, if necessary or appropriate, supplemental documents to amplify or clarify portions of the Construction Documents. Interpretations and recommendations rendered by Design-Build Contractor's Project Architect in accordance with this provision shall be approved, authorized, or concurred with, by the Owner's representative (who will respond within ten (10) calendar days to a request for such approval, authorization, or concurrence) prior to being utilized or relied upon in the progress of the work.

4.8.9 The Project Architect shall review, recommend approval, or take other appropriate action upon the Design-Build Contractor's submittals such as Shop Drawings, Product Data and Samples The Design-Build Contractor shall provide to the Owner an adequate number of copies of each submittal to the Owner for review and approval by it and its consultants.

4.8.10 The Project Architect shall, with Owner's approval, have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents. The Project Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by the Change.

4.8.11 All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be fully described in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated revision addenda. All changes to design documents or specifications will be identified by date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

4.8.12 The Project Architect shall participate in concealed space inspections, systems start-up inspections, Substantial Completion and Final Inspections to determine the dates of Substantial Completion, and Final Acceptance. The Project Architect shall also participate in the Owner's final walk thru inspection one year after Final Completion.

4.8.13 The Project Architect, through the Design-Build Contractor, shall assist the Owner in checking as-built drawings during the course of the Work and shall review final as-built documents for completeness and compliance with Contract requirements. . Final as-built drawings shall be approved, authorized, or concurred with, by the Owner's representative prior to final payment to the Contractor.

4.8.14 The Design-Build Contractor shall provide project record documents in the system and manner required by the Owner. At a minimum, project record documents shall be provided electronically in the current version of AutoCAD. The Owner may require, at its sole option, that the Design-Build Contractor store and modify contract documents using an Owner furnished document control system.

4.8.15 The Project Architect shall be present for final and semifinal inspections and participate in preparation of construction punchlists and provide written copies of construction punchlists to all parties present.

4.8.16 Owner's approval of any drawings, specifications, submittals or other documents shall not release or relieve Design Builder, Project Architect or their subcontractors, sub consultants, and vendors from their respective obligations under this Agreement.

4.9 ADDITIONAL SERVICES

4.9.1 Additional Services shall be provided by the Design-Build Contractor and paid for in accordance with this Agreement by the Owner if authorized in writing by the Owner. Prior to commencing any Additional Service, Design-Build Contractor shall submit to the Owner an Additional Services Proposal in a form acceptable to the Owner. The Additional Services Proposal shall describe in detail the nature or scope of the Additional Services, the basis upon which Design-Build Contractor believes that such services are Additional Services, the maximum amount of fees and reimbursable expenses for performance of the Additional Services, and a proposed schedule for the performance of the Additional Service. Design-Build Contractor shall proceed with the Additional Service only after written acceptance by Owner of the Additional Services Proposal.

4.9.2 Upon acceptance by Owner, each Additional Services Proposal and the services performed by Design-Build Contractor pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a Basic Service at the original execution of this Agreement.

4.9.3 The following services, if requested by the Owner, are Additional Services:

4.9.4 Providing financial feasibility or other special studies other than as they relate to energy conservation and guaranteed savings, and the cost of the Project.

4.9.5 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

4.9.6 Providing coordination of Work performed by Owner's separate Contractors or by the Owner's own forces, except where such work interfaces with the work of the Design-Build Contractor, such as demolition or other contractors working at the site or adjacent sites.

4.9.7 Providing services in connection with the Work of separate consultants retained by the Owner.

4.9.8 Providing services for planning tenant or rental spaces.

4.9.9 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner or due to Changes approved by the Owner and not due to errors or omissions by the Project Architect.

4.9.10 Making revisions in Drawings, Specifications or other documents when such revisions are required by the enactment or revision of codes, laws of regulations subsequent to the preparation of such documents.

4.9.11 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work provided that the damage was not caused wholly or in part by the Design-Build Contractor or a Subcontractor

4.9.12 Preparing to serve or serving as an expert witness at the request of the Owner in connection with any public hearing, arbitration proceeding or legal proceeding.

4.9.13 If necessary following the required Hazardous Material Survey, recommending to Owner a Hazardous Material Abatement Consultant who will provide Owner hazardous material abatement expertise (including, but not limited to, asbestos and lead) through the Program, Schematic Design, Design Development, Construction Document and Construction Service Phases of the Project. The Hazardous Material Abatement Consultant shall be selected on the basis of competence and qualifications. Consultant shall review Owner provided information, make recommendations regarding the need for additional surveys, develop design and cost alternatives for hazardous material abatement, prepare plans and specifications to include abatement in the general construction scope of work, provide a licensed individual to monitor hazardous material removal as required by State and EPA guidelines, and prepare a final abatement report. The Hazardous Material Abatement Consultant shall provide the Owner, through a contract with the Owner, a written itemized cost proposal to provide Hazardous Material Abatement Consulting services, including coordination of the Design-Build Contractor. Hazardous Materials Abatement insurance shall be provided by the Design-Build Contractor and coverage for this service will not be included in any Owner provided insurance program.

Article 5
GUARANTEED MAXIMUM PRICE

5.1 At the conclusion of the Design Development phase or at a mutually agreed upon time, the Design-Build Contractor shall prepare and submit a Guaranteed Maximum Price (GMP). The GMP must be prepared in the CSI 16 division format and include, without limitation, a breakdown of Design-Build Contractor's estimated costs organized by trade; allowance amounts by item; contingency amounts; the Construction Phase Fee, a Contract Time and date of Substantial Completion and other items as required by the Owner.

5.2 The GMP Proposal must include a written statement describing how it was derived and prepared. At a minimum, the GMP Proposal must specifically identify the Drawings, Specifications and other construction documents relied on, the addenda incorporated, any exceptions to the Owner's General and Supplementary Conditions or to the terms of this Agreement, the allowances, and all clarifications and assumptions made by the Design-Build Contractor due to the incompleteness of the Drawings and Specifications.

5.3 In formulating the Guaranteed Maximum Price Proposal, Design-Build Contractor shall allow for the continued development and completion of the Drawings and Specifications which are reasonably inferable, except for material changes in scope or quality and the Guaranteed Maximum Price Proposal shall include a contingency "Design-Build Contractor Contingency" to allow for additional costs of the Work arising out of such development and completion, as well as bidding variations, price escalations, and other unanticipated circumstances which do not qualify for a change order. Amounts attributable to clarifications, assumptions, and further development and completion of the Drawings and Specifications shall be specified in an itemized breakdown as part of the GMP. Wherever in the GMP the Design-Build Contractor has not developed a full design or specifications to fully describe a building item or system, Design-Build Contractor shall develop performance based specifications that will be included in the GMP.

5.4 Before final acceptance of the GMP by the Owner, Design-Build Contractor shall submit for Owner's approval, the number of copies requested by the Owner, complete, bound sets of the drawings, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents required by the GMP Guideline so as to fully and completely describe the Project as developed at the time of Design Development.

5.5 The GMP Proposal and the GMP Contract Documents are intended to address all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work for the Guaranteed Maximum Price. The Design-Build Contractor shall provide a fully functional and operational facility as intended in the GMP. The GMP Proposal and the GMP Contract Documents are complementary and what is required by one shall be binding as if required by all. If there is an irreconcilable conflict between or among the various documents that make up the GMP Proposal and the GMP Contract Documents, the interpretation that provides for the higher quality of material and/or workmanship shall prevail over all other interpretations.

5.6 The GMP Proposal shall adopt and incorporate all of the terms and conditions of this Agreement and all other documents that comprise the Contract between the Owner and the Design-Build Contractor. Any exceptions to or modifications of such terms and conditions proposed by the Design-Build Contractor in the GMP Proposal shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by the Owner.

5.7 Owner may accept or reject the Guaranteed Maximum Price Proposal or attempt to negotiate its terms with Design-Build Contractor (with the right to cease negotiations at any time and reject the Proposal), or increase the Design-Build Budget Limitation . If the Owner accepts the GMP Proposal in writing, both parties shall execute the GMP Proposal and the terms of the GMP Proposal, including the Guaranteed Maximum Price and the GMP Contract Documents, shall become part of the Contract. If the parties are unable to agree on the Guaranteed Maximum Price, then the Owner may reject the Design-Build Contractor's GMP proposal and terminate the contract for convenience, and has the right to utilize the design documents, and obtain bids or proposals from other construction contractors to accomplish the project.

5.8 Following Owner acceptance of the GMP Proposal, Design-Build Contractor shall be responsible for developing the Construction Documents so that, when complete, the documents incorporate and address all qualifications, assumptions, clarifications, exclusions and value engineering issues contained in the GMP Proposal. The Design-Build Contractor and the Project Architect shall jointly provide to Owner monthly status reports on the progress of incorporation of all such qualifications, assumptions, clarifications, exclusions, value engineering issues and all other matters relevant to the GMP Proposal.

5.9 The Design-Build Contractor shall not be entitled to an increase

in the Guaranteed Maximum Price due to the absence of any detail or specification the Design-Build Contractor may require or for any construction which may be found necessary as the Work progresses in order to complete the construction of the Project. If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system and needed to make a complete operating installation shall be provided whether or not detailed or specified, omitting only such parts as are specifically excepted by the Owner. Design-Build Contractor is responsible for all design, including incidental designing/detailing as required by the Specifications for shop drawing purposes, except for design provided by Owner's independent Design Consultants, if any.

5.10 The Design-Build Contractor shall notify the Owner in writing prior to expending any contingency monies with an explanation as to why use of such funds is warranted.

5.11 As the Construction Documents are finalized and the Cost of Work buyout progresses for those Design-Build Contractor's Contingency items specifically identified in the GMP Proposal, the Design-Build Contractor's Contingency amount shall be reduced by mutual agreement of Owner and Design-Build Contractor with the deductions returned to the Owner as savings. Any Contingency remaining at the end of the Project shall be returned to the Owner by deductive Change Order.

5.12 Prior to utilization of any Contingency, the Design-Build Contractor shall provide complete documentation, to the Owner's reasonable satisfaction, describing in detail the scope of work affected and the associated costs.

Article 6
DESIGN-BUILD CONTRACTOR CONSTRUCTION SERVICES

6.1 The Construction Phase shall be deemed to commence upon the earlier of (i) the date specified in a Notice to Proceed issued by Owner after approval of the Guaranteed Maximum Price Proposal specified in such Notice to Proceed, (ii) the issuance of a purchase order by Design-Build Contractor for materials or equipment for the Project after prior written authorization by Owner, or (iii) award of a Subcontract in accordance with the requirements of this Contract after prior written authorization by Owner. Design Services may overlap the Construction Services phase of the project.

6.2 Design-Build Contractor shall designate in writing a representative who is responsible for the day-to-day management of the Construction Services. The designated representative shall be the Owner's primary contact during the construction phase and shall be available as required for the benefit of the Project and the Owner. The designated representative shall be authorized to act on behalf of and bind the Design-Build Contractor in all matters related to Construction Services excluding however, execution of Change Orders and amendments to the Contract Documents, The designated representative shall not be changed without advance written approval from the Owner.

6.3 Unless otherwise provided for in the Contract, Design-Build Contractor shall provide or cause to be provided, and shall pay for all design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary or reasonably inferable for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

6.4 The Design-Build Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Design-Build Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 The Design-Build Contractor shall prepare and submit a Schedule of Work for the Owner's written approval. This schedule shall indicate the dates for the start and completion of the various phases of construction, milestones, including dates when information and approvals are required from the Owner. The Design-Build Contractor shall update this schedule on a monthly basis at a minimum or as required by the conditions of the Work and with the written approval of the Owner.

6.6 The Design-Build Contractor warrants to the Owner that the materials and equipment provided under the Contract will be of good quality and new unless otherwise required or permitted by the Contract, that the construction will be free from faults and defects and that the construction will conform to the requirements of the Contract. The Design-Build Contractor shall be responsible for correcting Work that does not comply with the Contract Documents.

6.7 Design-Build Contractor is solely responsible for all safety precautions and programs in connection with the Work. Design-Build Contractor shall review the safety programs developed by each Subcontractor and prepare and submit to Owner a comprehensive safety program for that trade prior to commencing construction by the trade. The comprehensive safety program shall comply with applicable requirements of the Occupational Safety and Health Act of 1970, all other applicable state, local, or federal laws or regulations, and with the requirements of an Owner-controlled insurance program, if any. Design-Build Contractor shall ensure Subcontractor compliance with the requirements of the comprehensive safety program. The existence of any Owner-controlled insurance programs shall not operate to diminish or eliminate in any way Design-Build Contractor's responsibilities under this paragraph.

6.8 The Design-Build Contractors Construction Services and obligations are further described in the General and Supplementary Conditions and other Contract documents.

Article 7
DESIGN-BUILD CONTRACTOR'S PERSONNEL AND SUBCONTRACTORS

7.1 Before execution of this Agreement and before entering into any subcontract agreements related to the Work or the Project, the Design-Build Contractor's shall identify in writing to the Owner its employees, personnel, Project Architect, and all other associated sub-consultants to be assigned to the Project and the DSE hourly wage for each of them. The Design-Build Contractor and its subcontractors shall adhere to the Wage Rates as designated by the Owner and as set forth in the Contract General Conditions and shall take all steps necessary to comply with the provisions of Texas Government Code §2258 relating to the payment of prevailing wage rates. Design-Build Contractor shall not assign to the Project or contract any person or entity to which Owner has a reasonable objection. After approval by the Owner, Design-Build Contractor shall not remove or replace the personnel and entities assigned to the Project except with the Owner's prior written consent which shall not be unreasonably withheld. Design-Build Contractor shall promptly update the personnel list as required.

7.2 The Design-Build Contractor shall solicit competitive sealed proposals for each subcontracting and materials package issued for the Work and shall notify the Owner in advance in writing of the date it will receive such proposals. Based on the proposals, Design-Build Contractor, with assistance from and in cooperation with the Owner, shall identify the proposal that provides the best value for the Project. The Design-Build Contractor shall document the actual Cost of Work at buyout as compared to the Guaranteed Maximum Price and shall report this information to the Owner immediately following receipt of proposals for each subcontracting package. Owner shall be entitled to recover any savings realized between the Guaranteed Maximum Price and the buyout price for subcontracting work, provided however, that Design-Build Contractor may use such savings to offset other buyout packages that exceed the amounts identified in the Guaranteed Maximum Price, so long as the total Cost of Work proposed in the Guaranteed Maximum Price does not increase.

7.3 Design-Build Contractor shall identify every Subcontractor it intends to use on the Project to the Owner for approval in writing before entering into any such subcontract. Design-Build Contractor shall not use any Subcontractor to which Owner has a reasonable objection. Design-Build Contractor shall not be required to subcontract with any Subcontractor to which it has reasonable objection. If Design-Build Contractor intends to perform any Work other than General Conditions Work, it shall notify Owner in writing in advance. Following Owner's approval of Design-Build Contractor's Subcontractors, they shall not be changed without Owner's prior written consent, which shall not be unreasonably withheld. Design-Build

Contractor shall not incur any Subcontract costs prior to issuance by Owner of a Notice to Proceed for such Work.

Article 8
OWNER'S RESPONSIBILITIES

8.1 The Owner will provide a preliminary project budget and schedule for the Project. The budget will include the Design-Build Budget Limitation , contingencies for changes in the Work during construction, and other costs which are the responsibility of the Owner. The schedule will set forth the Owner's plan for milestone dates and completion of the Project.

8.2 The Owner reserves the right during the term of this Contract, and from time to time, to designate the Owner Representative as the professional representative of the Owner in any or all communications or dealings with the Contractor or any subcontractor or affiliate of the Contractor and with regard to the matters set forth in this Contract. The Contractor agrees to recognize the Owner Representative as the duly appointed representative of the Owner within the context of §2269.305 of the Texas Local Government Code.

8.3 The Owner, at Owner's cost, will secure the services of special consultants to develop such additional information as may be necessary for the design of the project. The Design-Build Contractor shall provide the Owner with parameters for inclusion in the Owner's instructions to such providers.

8.4 The Owner shall furnish all legal, accounting, auditing and insurance counseling services for itself as may be necessary for the Project.

8.5 The Owner shall examine the design documents submitted by the Design-Build Contractor and provide comments concerning corrections or amendments to such documents in writing to the Design-Build Contractor. The Owner may obtain independent review of the design documents by its own Design Consultant. The Owner may require the Design-Build Contractor to halt production during design review.

8.6 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Design-Build Contractor's services and of the Work.

8.7 The Owner may designate one or more Construction Inspectors of its own who shall be given access to the Work as requested or needed. The provision of such Inspectors by Owner shall not reduce or lessen in any respect Design-Build Contractor's responsibilities for the Work. Design-Build Contractor shall remain fully and solely responsible for the drawings, specifications, and other contract documents furnished or provided by Design-Build Contractor, and for constructing the Project in strict accordance with the Contract Documents.

Article 9
OWNERSHIP AND USE OF DOCUMENTS

9.1 Subject to the last five sentences of this section, the Design-Build Contractor or Project Architect shall provide to the Owner the originals of the drawings and specifications ("Construction Documents"), in written reproducible form and electronic form (AutoCAD) of the original design signed and sealed by the Project Architect. The Project Architect shall provide to the Owner final record drawings and documents reflecting the final "as-built" condition of the Project as maintained by the Design-Build Contractor during the course of construction, in written reproducible form and electronic form (AutoCAD). Title to and ownership of all items required to be delivered to Owner under this Section 9.1 (collectively, "Deliverables") shall pass to Owner at the time of payment or delivery, whichever is earlier. Notwithstanding the foregoing to the contrary, the Design-Build Contractor, the Project Architect, and their consultants and subcontractors shall be deemed the authors of the Deliverables they prepared and shall retain ownership of all intellectual property rights, whether created under common law or by statute, associated with the Deliverables they prepared, including copyrights. Subject to the last sentence on Section 19.4, Design-Build Contractor hereby grants to Owner and its successors and assigns an irrevocable, transferable, non-exclusive, royalty-free, worldwide and perpetual license to use, reuse, adapt, and reproduce the Deliverables in connection with the Project. The Design-Build Contractor shall obtain similar nonexclusive licenses from the Project Architect and its other subcontractors consistent with this Agreement. Any reuse or modifications of the drawings, designs and specifications without written verification by the author thereof for the specific purpose intended will be without liability or legal exposure to Design-Build Contractor or Project Architect, and the Owner shall to the fullest extent permitted by law indemnify and defend the Design-Build Contractor and Project Architect from and against all claims arising from or related to the Owner's modification to or reuse of the Deliverables. The provisions of this Section survive termination of this Agreement.

Article 10
TIME

10.1 Unless otherwise approved, the Owner and the Design-Build Contractor shall perform their respective obligations under the Contract as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

10.2 Time limits for achieving substantial completion and final acceptance as stated in the Contract Documents are of the essence of this Agreement. The Design-Build Contractor shall be responsible for schedule development, updating and reporting throughout the entire Project, including Design Services and Construction Services. The Design-Build Contractor shall comply in all regards with requirements set forth in the Project Planning and Scheduling Specifications.

10.3 Prior to commencement of the Design Services, the Design-Build Contractor shall submit for the Owner's approval a detailed schedule for the performance of the Design Services. The Design Services Schedule shall include reasonable periods of time for the Owner's review and approval of design drawings and for approval of authorities having jurisdiction over the Project. Upon acceptance by the Owner, the Design Services Schedule shall not be modified except for good cause including the Owner not being able to approve Design in a timely manner, as approved by the Owner at the Owner's sole option and discretion. The Design Services shall commence when the Owner issues a Notice-to-Proceed designating the date for commencement. The Design-Build Contractor shall complete the Design Services as set forth in the approved Design Services Schedule.

10.4 Prior to commencement of the Construction Services, the Design-Build Contractor shall submit for the Owner's approval a detailed schedule for the performance of Construction Services. The Construction Phase Schedule shall include reasonable periods of time for the Owner's review and approval of design drawings and submissions and for approval of authorities having jurisdiction over the Project. Upon acceptance of a Guaranteed Maximum Price Proposal by the Owner, the Construction Phase Schedule shall not be modified except as approved by the Owner which approval shall not be unreasonably withheld. The Design-Build Contractor shall provide the Owner with detailed and accurate monthly invoices which also include the following items:

10.4.1 A copy of the original schedule with marked up changes showing original activities and modified ones (as applicable).

10.4.2 Schedule changes (if any).

10.4.3 Schedule update – progress accomplished thus far.

10.4.4 Next month activities and milestones.

10.4.5 Any time savings or delays experienced thus far and an explanation as to why.

10.4.6 A plan on how the Design-Build Contractor intends to recover from any delays.

10.4.7 Progress photos for construction activities.

10.4.8 Status of buy-outs against the GMP and technical submittals and shop drawings

10.4.9 Any safety incidents recorded for the period covered in the report.

Article 11
PAYMENTS

11.1 Payments for Design Services shall be made at the completion of each design phase (pre-design services, schematic design, design development, and construction documents) or, with the Owner's approval, monthly, based on the percentage completion of services performed within each approved phase of design as demonstrated by work product. Design Services shall be billed separately from Construction Services and Cost of Work. Construction Administration shall be billed separately within the billings for Construction Services and Cost of Work. All payment requests shall be submitted on approved forms. Billings shall accurately and completely detail Subcontractor payment requests and payments.

11.2 Payment for approved Additional Services and Reimbursable Expenses shall be made monthly upon presentation of the Design-Build Contractor's statement of services rendered or expenses incurred.

11.3 With each application for payment, Design-Build Contractor shall submit all receipts, invoices with check vouchers or other evidence of payment, petty cash account information, payrolls, and any and all other evidence which Owner or its designated representatives shall deem necessary to support the amount requested.

11.4 The Design-Build Contractor's Construction Services Fee shall be shown as a separate line item on the schedule of values. In determining the percentage of completion, Design-Build Contractor shall use the lesser of the total percentage of the Work actually completed for each classification on the schedule of values, or the percentage of the Guaranteed Maximum Price allocable to that item which has been actually incurred and demonstrated as an expense by the Design-Build Contractor. The amount requested for such fee shall be in the same proportion to the total fee as the amount requested for the Cost of the Work relative to the total Cost of the Work used in deriving the then current Guaranteed Maximum Price.

11.5 Retainage as specified in the General and Supplementary Conditions will be applied to the entire amount requested including the Cost of the Work and the Design-Build Contractor's Construction Phase Fee.

11.6 Except as identified to the Owner to account for application of Design-Builder's contingency, each schedule of values submitted shall maintain the originally established value for each work classification line item or subcontractor, and shall contain any revisions to costs or cost estimates for each such classification or subcontractor. The format and tracking method of the original schedule of values and of all updates thereto shall be subject to the approval of Owner. The Owner may require that payment applications be submitted electronically. If at any time, the amount shown on the schedule of values exceeds the Guaranteed Maximum Price allocable to that classification or subcontractor, then the amount payable to Design-Build Contractor by Owner shall be reduced by the amount of such excess. At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work (including Design-Build Contractor's fee) shall not exceed the unpaid balance of the Guaranteed Maximum Price (less retainage on Work previously completed).

11.7 Payments to Subcontractors included in an application for payment shall not exceed the percentage of Work allocable to that Subcontractor for each respective schedule of values classification which has been actually completed.

11.8 Owner shall have the right to withhold from payments due Design-Build Contractor such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Design-Build Contractor or failure of Design-Build Contractor to perform Design-Build Contractor's obligations under this Agreement.

11.9 Design-Build Contractor's request for final payment shall not be made until Design-Build Contractor delivers to Owner a complete release of all liens and/or bond claims arising out of this Agreement and an affidavit that, to the best of Design-Build Contractor's information or knowledge, the release includes and covers all materials and services over which Design-Build Contractor has control and for which a lien and/or bond claim could be filed. Alternatively, Design-Build Contractor may furnish a bond satisfactory to Owner to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Design-Build Contractor shall refund to Owner all moneys Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and Owner shall have all remedies at law and in equity. This Section 11.9 does not require Design-Build Contractor to release Owner from any unresolved claims of which it provided Owner written notice at the time of final payment.

11.10 Owner shall have no obligation to make final payment until a final accounting of the Cost of the Work has been submitted by Design-Build Contractor and has been verified by Owner or Owner's representatives. The aggregate total of payments to Design-Build Contractor shall not exceed the total of the actual Cost of the Work as verified by Owner or Owner's representative from Design-Build Contractor's final accounting plus the applicable Design-Build Contractor's Construction Fee, as certified for payment in accordance with the Contract. In no event shall the aggregate sum of Construction payments to the Design-Build Contractor exceed the Guaranteed Maximum Price. If payments made to Design-Build Contractor exceed that which is due and owing, then Design-Build Contractor shall promptly refund such excess to Owner.

11.11 Notwithstanding any other contractual provision to the contrary, Owner shall not be obligated to make any payment to the extent necessary to protect the Owner from loss (whether a progress payment or final payment) to Design-Build Contractor under any of the following circumstances if the making of such payment would be materially prejudicial to the Owner:

11.11.1 Design-Build Contractor is in breach or default under this Agreement;

11.11.2 Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this Agreement;

11.11.3 Design-Build Contractor has failed to make payments promptly to consultants or other third parties used in connection with any services for which Owner has made payment to Design-Build Contractor; or

11.11.4 If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this Agreement.

11.11.5 Design-Build Contractor has persistently failed to meet schedule requirements.

11.12 Nothing contained herein shall require the Owner to pay the Design-Build Contractor an aggregate amount for Construction Services that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price less previous payments to Design-Build Contractor.

11.13 No partial payment made hereunder shall constitute, or be construed to constitute, final acceptance or approval of that part of the services to which such partial payment relates, or a release of Design-Build Contractor from any of its obligations hereunder or liabilities with respect to such services.

11.14 Design-Build Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

11.15 Owner shall have the right to verify and audit the details set forth in Design-Build Contractor's billings, certificates, accountings, cost data, and statements, either before or after payment, by (1) inspecting the books and records of Design-Build Contractor during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Design-Build Contractor's designated corporate representative; (4) visiting the Project site; and (5) other reasonable action. Design-Build Contractor's records shall be kept on the basis of generally accepted accounting principles.

11.16 The acceptance by Design-Build Contractor of final payment under this Agreement, shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever which Design-Build Contractor or Design-Build Contractor's successors have or may have against Owner under the provisions of this Agreement except those previously made in writing and identified by Design-Build Contractor as unsettled at the time of the final request for payment.

Article 12
REIMBURSABLE EXPENSES

12.1 Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual out-of-pocket reasonable expenditures made by Design-Build Contractor and its employees and consultants incurred solely and directly in connection with the Work for the following items:

12.1.1 Fees paid for securing approval of authorities having jurisdiction over the Project.

12.1.2 Reproductions, postage, handling and delivery of instrument of service (drawings and specifications);

12.1.3 Long distance phone calls and electronic communications;

12.1.4 Travel expenses, including the cost of travel, meals, and lodging, for authorized out-of-town travel; and

12.2 Owner shall not pay a mark-up on any reimbursable expenses. Design-Build Contractor shall submit receipts for all reimbursable expenses along with any reimbursement request.

Article 13
COST OF THE WORK

13.1 The term "Cost of the Work" means costs which the Design-Build Contractor actually and necessarily incurs constructing the Work in strict compliance with the Contract Documents. Cost of the Work includes the cost of Design-Build Contractor's General Conditions for the Work and the cost of the work itself. Such costs shall not be at rates higher than those customarily paid at the place of the Project except with prior consent of the Owner. The costs associated with Design Services and Construction Administration are not Cost of the Work items within the terms and conditions of this Contract.

13.2 References in the General and Supplementary Conditions relating to adjustments in "cost" or "costs" refer to adjustments to the Cost of the Work.

13.3 Cost of the Work includes:

13.3.1 Labor and Administrative:

13.3.1.1 Reasonable and customary wages or salaries of Design-Build Contractor's personnel who are stationed at the site. Reasonable and customary wages or salaries of Design-Build Contractor's Project Executive, Project Manager, and safety supervisor when performing services for the Project, which will be included in the General Conditions Costs. The Project Manager's salary, when directly associated with the project, shall be included in the General Conditions Costs. The Superintendent(s) and Project Site Engineer(s) salary or other full-time supervisory and administrative personnel stationed at the site, shall be included in the General Conditions with an associated breakdown by personnel category.

13.3.1.2 Costs paid or incurred by Design-Build Contractor for labor costs arising out of taxes, insurance, and benefits which are (i) required by law, (ii) required by collective bargaining agreements, (iii), or otherwise customary, so long as such costs are based on wages and salaries which are properly included in the Cost of the Work as defined herein.

13.3.1.3 Reasonable and customary travel expenses of Design-Build Contractor's personnel incurred directly and solely in support of the Project and approved in advance in writing by Owner.

13.3.1.4 Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, telephone service, and reasonable and customary petty cash expenses of Design-Build Contractor's jobsite office, incurred directly and solely in support of the Work, and all incurred at the site.

13.3.2 Materials, Equipment, Tools, Rentals:

13.3.2.1 Costs of materials and equipment to be incorporated into the Work, including transportation charges, and a reasonable and customary allowance for waste and spoilage. Owner shall be entitled to take possession of excess materials not incorporated into the Work, or at Owner's option, Design-Build Contractor shall sell such materials and deduct the gross proceeds from the Cost of the Work. Payment for stored materials is subject to the General and Supplementary Conditions.

13.3.2.2 Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities, equipment, and hand tools except for those customarily owned by construction workers, all provided at the site by Design-Build Contractor, if such items are fully consumed in the construction of the Work, and Owner approves such purchase in advance in writing. Cost for used items shall be based on fair market value and may include costs of transportation, installation, minor maintenance costs, and removal. If the item is not fully consumed, then the cost shall be based on cost of the item minus its fair market salvage value.

13.3.2.3 Rental charges for temporary facilities, equipment, and hand tools except for those customarily owned by construction workers, all provided at the site by Design-Build Contractor, and may include transportation, installation, and minor maintenance costs, and removal. If tools, machinery or construction equipment are rented from the Design-Build Contractor, the amount of such rental, the rate of such rentals, including the freight and delivery cost thereon and all operating expenses except labor, shall be determined by application of "Contractor's Equipment Cost Guide," latest edition published by the AGC, approved by the Owner before commitments are made and shall in no event be higher than the prevailing competitive rates paid in the locality for similar equipment. In no event shall the aggregate rental cost to Owner exceed the purchase price and maintenance cost of the item. In the event equipment can be purchased for an amount comparable to the aggregate rental cost of said equipment, Design-Build Contractor shall purchase such equipment and turn it over to Owner upon final completion of the Work, or, at Owner's option, credit to the Owner with the amount of the fair market resale value.

13.3.2.4 Site debris removal and disposal costs in accordance with all applicable laws and regulations.

13.3.3 Subcontracts: Payments made to Subcontractors by Design-Build Contractor for the construction of the Work in accordance with the Contract Documents and the requirements of the subcontracts with such Subcontractors, including any costs for required payment and performance bonds and taxes.

13.3.4 Other costs:

13.3.4.1 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable; provided however that Owner is a 501(c)3 non profit corporation and Design-Build Contractor shall avail itself of all exemptions that may exist for such taxes based on Owner's status so long as Owner delivers an exemption certificate as required by applicable law.

13.3.4.2 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design Build Contractor is required by the Contract Documents to pay.

13.3.4.3 Premiums for insurance and bonds to the extent directly attributable to this Contract.

13.3.4.4 Testing fees pursuant to the General and Supplementary Conditions.

13.3.4.5 Intellectual property royalties and licenses for items specifically required by the Contract Documents which are, or will be, incorporated into the Work.

13.3.4.6 Forfeited deposits, but only if such deposit has been forfeited in the absence of Design-Build Contractor's negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Contract Documents.

13.3.4.7 Data processing costs related to the Work.

13.3.4.8 Expenses incurred in accordance with Design Build Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such

personnel from distant locations, subject to Owner's written permission, which permission shall not be unreasonably withheld.

13.3.4.9 Other costs approved in advance in writing by Owner at Owner's sole option and discretion.

13.4 Emergencies And Repairs To Damaged Or Nonconforming Work

13.4.1 The Cost of Work shall also include costs which are incurred by the Design Build Contractor in taking an action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property as related to the Work.

13.4.2 In repairing or correcting damaged or nonconforming Work executed by the Design-Build Contractor or the Design-Build Contractor's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in the Contract Documents of the Design-Build Contractor or the Design-Build Contractor's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Design-Build Contractor, or the failure of the Design-Build Contractor's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Design-Build Contractor from insurance, Subcontractors or suppliers.

13.5 Costs Not Included in the Cost of the Work

The following shall not be included in the Cost of Work to be paid by Owner:

13.5.1 Except as provided in Section 13.4.2, costs due to the negligence of the Design-Build Contractor or to the failure of the Design-Build Contractor to fulfill a specific responsibility to the Owner set forth in the Contract Documents.

13.5.2 Legal and administrative costs to review and negotiate these Contract Documents.

13.5.3 Travel and subsistence expense of Design-Build Contractor, its officers or employees incurred while traveling between the Project and Design-Build Contractor's principal or branch offices, and travel in the metropolitan area of the Project.

13.5.4 Fines, penalties, sanctions or impositions assessed or imposed by any governmental body, instrumentality or tribunal arising from the fault of Design-Build Contractor.

13.5.5 Costs incurred by Design-Build Contractor resulting from the failure of Design-Build Contractor or its Subcontractors to coordinate their work with that of Owner and its contractors, if any, after agreeing to the schedules therefore, or failure of Design-Build Contractor to comply with directives of Owner not in conflict with said schedules.

13.5.6 Costs resulting from the failure of Design-Build Contractor or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.

13.5.7 Any and all personnel costs, including, without limitation, wages, salaries, and benefits, except for personnel based at the site office and the Project Manager, Project Executive, and safety supervisor assigned to this Project and only as specifically provided herein.

13.5.8 Any and all overhead expense or office expense at any location, except site office expense to the extent specifically included herein.

13.5.9 Costs related to Design-Build Contractor's indemnification obligations under the Contract.

13.5.10 The cost of capital, including, without limitation, interest on capital, regardless of whether it is related to the Project.

13.5.11 Intentionally Deleted.

13.5.12 Liquidated damages imposed by Owner for failure of Design-Build Contractor to complete the Work within the Contract Time.

13.5.13 Any cost arising out of the failure of Design-Build Contractor to complete the Drawings and Specifications in a timely manner.

13.5.14 Costs of Design-Build Contractor's architects, engineers, and other entities and personnel performing Design or Consulting Services.

13.5.15 Any and all costs not specifically authorized herein, including, without limitation, any cost which would cause the Guaranteed Maximum Price to be exceeded.

13.6 Discounts, Rebates and Refunds

The Cost of the Work to be paid by Owner shall be credited with the following items:

13.6.1 Proceeds of the sale of all tools, surplus materials, construction equipment, and temporary structures which have been charged to the Work other than by way of rental, and remaining after completion, whether such sale is made to the Owner, the Design-Build Contractor, or to some other party; and any such sale, if made to others than the Owner, shall be at fair market price. Upon completion of the Work or when no longer required, all tools, construction equipment and materials purchased for the Work shall be sold and the Design-Build Contractor shall use its reasonable efforts to obtain the highest price in respect of such sales.

13.6.2 If Owner makes funds available to Design-Build Contractor, discounts earned by the Design-Build Contractor through advance or prompt payments. The Design-Build Contractor shall obtain all possible trade and time discounts on bills for material furnished, and shall pay said bills within the highest discount periods. The Design-Build Contractor shall purchase materials for this Project in such quantities as will provide the advantageous prices to the Owner.

13.6.3 Intentionally Deleted.

13.6.4 Rebates, discounts, or commissions allowed to and collected by the Design-Build Contractor from suppliers of materials or from subcontractors, together with all other refunds, returns, or credits received for return of materials, or on bond premiums, or insurance and sales taxes.

13.6.5 Design-Build Contractor shall reimburse Owner for deposits made by Owner and not returned to Owner due to the fault of the Design-Build Contractor. Should Design-Build Contractor not promptly so reimburse Owner upon demand, Owner shall be entitled to recover said amount from Design-Build Contractor, including, but not limited to, by deducting the amount from payments due the Design-Build Contractor.

Article 14
DESIGN-BUILD CONTRACTOR'S FEE

14.1 The Design-Build Contractor's Fee shall cover the Design-Build Contractor's profit, general overhead and all expenses in connection with maintaining and operating Design-Build Contractor's main office and any branch or field offices, except the field office for this Project.

14.2 References in the General and Supplementary Conditions to Design-Build Contractor's "overhead" and "profit" refer to Design-Build Contractor's Fee.

14.3 Design-Build Contractor's Fee includes:

14.3.1 Salaries of Design-Build Contractor's officers, project manager(s), estimators and schedulers when not directly assigned to the Project.

14.3.2 Salaries of persons employed in the main or branch offices of the Design-Build Contractor whose time is devoted to the general conduct of the Design-Build Contractor's business.

14.3.3 Overhead or general expenses of any kind unless specifically addressed otherwise herein.

14.3.4 Services and expenses of the personnel, accounting, budget control, audit and management information systems relating to accounting in Design-Build Contractor's office and even if at the site, except as specifically identified herein.

14.3.5 Interest on the Design-Build Contractor's capital or on money borrowed by the Design-Build Contractor, including the capital employed by the Design-Build Contractor in the performance of the Work.

14.3.6 Amounts required to be paid by Design-Build Contractor for Federal and/or State income and franchise taxes.

14.3.7 Purchase/lease of jobsite vehicles and their maintenance costs.

14.3.8 Purchase/rental of jobsite radios and communications equipment.

14.3.9 Purchase/rental of jobsite computer hardware, software, and other electronic equipment.

14.3.10 Purchase/rental of jobsite phone systems including cellular and digital pagers.

Article 15
CONTRACT SAVINGS

15.1 If the sum of the Design-Build Contractor's actual Cost of the Work including Part I Preconstruction Phase Services and Part II Basic Construction Services as defined by Articles 23.2 and 23.3 of this Agreement is less than the GMP, then the entire savings shall be returned to the Owner and a final adjustment made to the contract amount.

Article 16
PRE-EXISTING CONDITIONS, DESIGN ERRORS, AND OMISSIONS

16.1 The Design-Build Contractor acknowledges that it was afforded unrestricted access to the existing improvements and conditions on the Project site and it has thoroughly investigated those conditions. The results of Design-Build Contractor's investigation have been taken into account in establishing the Guaranteed Maximum Price of the Work. Therefore, Design-Build Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for Design Phase Services or for Construction Phase Services arising from Project conditions that Design-Build Contractor discovered or, in the exercise of reasonable care, should have discovered in Design-Build Contractor's investigation. The Design Build Contractor shall not be liable for existing environmental conditions including but not limited to environmental impact issues not revealed by Geotechnical Investigation. All environmental remediation shall be by the Owner.

16.1.1 Design-Build Contractor is responsible for discovering and correcting any error, omission, conflict, inconsistency or lack of clarity, in the Construction Documents prepared by Design-Build Contractor or its Project Architect. Design-Build Contractor shall be responsible for all costs, including the cost of redoing or remedying the Work and time delays, resulting from any error or omission in the Contract Documents.

Article 17
BONDS AND INSURANCE

17.1 Within ten (10) days of the Effective Date of this Agreement, Design-Build Contractor shall provide a surety letter in a form acceptable to the Owner of the Design-Build Budget Limitation.

17.2 Within ten (10) days of acceptance by the Owner of a Guaranteed Maximum Price Proposal, Design-Build Contractor shall provide performance and payment bonds on forms prescribed by Owner, in accordance with the requirements set forth in the General and Supplementary Conditions, in the amount of the GMP and in accordance with the provisions of § 49.275 of the Texas Water Code. If construction is phased or staged with different Guaranteed Maximum Prices established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all Guaranteed Maximum Prices in effect.

17.3 The Design-Build Contractor shall carry professional liability and errors and omissions insurance, covering the design services provided under this Agreement, as set forth in Exhibit B1, General Conditions and Exhibit B2, Supplementary General Conditions. A Certificate of Insurance indicating the expiration date of the Design-Build Contractor's professional liability insurance is required. No policy providing such insurance shall be cancelled without thirty (30) days prior written notice to the Owner. If Design-Build Contractor is performing the Design Services, then the professional liability insurance shall be in Design-Build Contractor's name and shall include a Design-Build Endorsement in form acceptable to Owner. If Design-Build Contractor is furnishing the Design Services through others, then the professional liability policy or policies shall be in the name of the respective professionals performing such services, which shall include all architects and engineers furnishing services for the Project, and Design-Build Contractor shall also provide a Contractor's Errors and Omissions policy naming it as the insured. If Design-Build Contractor is performing some design services and furnishing others, then the insurance policies shall be provided covering all design entities in accordance with the previously stated requirements.

17.4 Prior to commencing any work under the Agreement, the following insurance coverages shall be provided by the Design-Build Contractor:

17.4.1 Design Phase Services; Design-Build Contractor shall provide coverages for Employer's Liability, Workers' Compensation, Commercial General Liability, and Automobile Liability, as set forth in the General Conditions.

17.4.2 Construction Phase: In addition to those coverages required for the Design Phase Services, Owner's Protective Liability, Design-Build Contractor shall provide Employer's Liability, Workers' Compensation, Commercial General Liability, and Automobile Liability, as set forth in the General Conditions.

17.4.3 Design-Build Contractor shall develop the GMP including the cost of all premiums for insurance coverage. The GMP should include the cost of premiums of all other insurance required by the Agreement or otherwise desired by the Design-Build Contractor for the Project. No mark-up shall apply to Insurance premiums.

17.5 During construction, the Owner has the option to audit the Design-Build Contractor's insurance costs.

17.5.1 If the audit indicates that actual insurance costs are less than the costs included by the Design-Build Contractor then Design-Build Contractor shall issue a deductive Change Order to the Owner.

Article 18
DISPUTE RESOLUTION

18.1 All disputes to which the Owner is a party that arise from this Agreement or the Project shall be resolved in accordance with the procedures and limitations of Article 26 of the General Conditions.

Article 19
PROJECT TERMINATION AND SUSPENSION

19.1 This agreement may be terminated by the Owner during the Design Phase upon at least seven (7) day written notice to the Design-Build Contractor in the event that the Project is to be temporarily or permanently abandoned.

19.2 At its sole discretion and option, the Owner may terminate this Agreement after the conclusion of the Program Phase, Schematic Design Phase, Design Development Phase, or the Construction Documents Phase of the Design Services Phase.

19.3 In the event of termination that is not the fault of the Design-Build Contractor, the Design-Build Contractor shall be entitled to compensation for all services performed to the termination date together with Reimbursable Expenses then due provided, however, Design-Build Contractor has delivered to Owner such statements, accounts, reports and other materials as required by below together with all reports, documents and other materials prepared by Project Architect prior to termination. Upon such payment, Owner shall have no further obligation to the Design-Build Contractor.

19.4 Subject to the last two sentences of this section, termination of this Agreement shall not relieve Design-Build Contractor or any of its employees, subcontractors, or consultants of liability for violations of this Agreement or for any act or omission, or negligence, of Design-Build Contractor. In the event of a termination, Design-Build Contractor hereby consents to employment by Owner of a substitute Design-Build Contractor to complete the services under this Agreement, with the substitute Design-Build Contractor having all rights and privileges of the original Design-Build

Contractor of the Project. Notwithstanding anything in this Agreement to the contrary, upon any termination by the Owner for its convenience (including a failure to reach agreement on the Guaranteed Maximum Price under Article 5) the Owner shall, if it desires to use the Deliverables in connection with the Project, enter into a new agreement with the Project Architect providing for the Owner's continued use of the design documents and other instruments of the Project Architect's instruments of service, which agreement will not provide for any additional compensation to the Project Architect over and above what it would be entitled for completing the remainder of the Project under its agreement with Contractor and provides that the Owner will look to the Project Architect for any errors or omissions in the design documents or other instruments of service.

19.5 As of the date of any termination of this Agreement, Design-Build Contractor shall furnish to Owner all statements, accounts, reports and other materials as are required hereunder or as have been prepared by Design-Build Contractor in connection with Design-Build Contractor 's responsibilities hereunder.

19.6 If the Project is suspended or abandoned in whole or in part for more than three months prior to commencement of the Construction Phase, the Design-Build Contractor shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than three months, the Design-Build Contractor's compensation for Design Services shall be equitably adjusted if, in the Owner's reasonable opinion, such adjustment is warranted.

Article 20
INDEMNITY

20.1 SEE SECTION 7.7.15 OF THE GENERAL CONDITIONS

20.2 Design-Build Contractor shall protect and indemnify the Owner from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the work performed hereunder or the use by Design-Build Contractor, or by Owner at the direction of Design-Build Contractor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, Owner shall promptly notify Design-Build Contractor and Design-Build Contractor shall be given full opportunity to negotiate a settlement. Design-Build Contractor does not warrant against infringement by reason of Owner's or Design Consultant's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Owner agrees to cooperate reasonably with Design-Build Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

20.3 The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

20.4 The indemnities contained herein shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by any indemnitor under workers' or workers' compensation acts, disability benefit acts or other employee benefit acts.

Article 21
SPECIAL WARRANTIES

21.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Design-Build Contractor agree and acknowledge that Owner is entering into this Agreement in reliance on Design-Build Contractor's representations regarding its expertise and ability to provide Design-Build services. Design-Build Contractor covenants with Owner to use the efforts, skill, judgment, and abilities to perform the obligations hereunder and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with the usual and customary high standards of Design-Build Contractor's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Should Design-Build Contractor fail to comply with the standard of care required herein, Design-Build Contractor's responsibilities under this Agreement, or the applicable laws, regulations, codes, ordinances, and orders, Design-Build Contractor hereby agrees to bear the full cost of correcting Design-Build Contractor's Work and Services, those of its consultants, and those of any others who have acted in reliance thereon.

21.2 The Design-Build Contractor warrants, represents, covenants, and agrees that all of the services to be performed by the Design-Build Contractor under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of comparable experience, size, knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving a project such as the Project.

21.3 The Design-Build Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Design-Build Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Design-Build Contractor's skill and knowledge in performing the services required hereunder.

21.4 The Design-Build Contractor warrants, represents, covenants, and agrees that all persons connected with the Design-Build Contractor directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

21.5 The Design-Build Contractor warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform its services hereunder or pursuant to this Agreement in an expeditious and economical manner consistent with the interests of Owner.

21.6 Design-Build Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the obligations required hereunder.

21.7 Design-Build Contractor warrants, represents, and agrees that individual executing this Agreement on behalf of Design-Build Contractor has been duly authorized to act for and bind Design-Build Contractor.

21.8 Except for the obligation of Owner to pay Design-Build Contractor certain fees, costs, and expenses pursuant to the terms of this Agreement, Owner shall have no liability to Design-Build Contractor or to anyone claiming through or under Design-Build Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Design-Build Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, employee of the Owner or anyone claiming under Owner has or shall have any personal liability to Design-Build Contractor or to anyone claiming through or under Design-Build Contractor by reason of the execution or performance of this Agreement.

21.9 Certification of No Asbestos Containing Materials or Work

21.9.1 The Design-Build Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

21.9.2 The Design-Build Contractor shall provide at Substantial Completion, a notarized certification to the Owner and the Architect that no asbestos containing materials or work was provided, installed, furnished or added to the project.

21.9.3 The Design-Build Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

21.9.4 The Design-Build Contractor shall insure compliance with the following act – Asbestos Hazard Emergency Response Act (AHERA – 40 CFR 763-99 (7)) from all of his subcontractors and assigns as listed in item C above. All materials used on this project shall be certified as non Asbestos Containing Building Materials (ACBM).

21.9.4.1 Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this project.

21.9.4.2 The Design-Build Contractor shall provide to the extent deemed necessary for compliance by the State, data sheets and/or labels as proof of compliance.

21.9.4.3 The Design-Build Contractor shall provide a notarized certification that no ACBM's were used.

Article 22
MISCELLANEOUS PROVISIONS

22.1 Assignment. This Agreement is a personal service contract for the services of Design-Build Contractor, and Design-Build Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

22.2 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available for audit by the Owner or the Owner's authorized representative at mutually convenient times.

22.3 Intentionally Deleted

22.4 Intentionally Deleted

22.5 This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Design-Build Contractor and Owner.

22.6 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

22.7 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Hidalgo County, Texas shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

22.8 Waivers. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

22.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

22.10 Records. Records of Design-Build Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for two years after final Payment or abandonment of the Project, unless Owner otherwise instructs Design-Build Contractor in writing.

22.11 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by registered or certified U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

22.12 Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

22.13 The Design-Build Contractor and Owner waive all claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

damages incurred by the Design-Build Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with any provision of the Contract Document. Nothing contained in this Section 22.13 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents, and this Section 22.13 shall not apply to damages resulting from (i) personal injury or damage to the property of third parties resulting from the negligence of Design-Build Contractor, its Subcontractors or others for whom the Design-Build Contractor is responsible; (ii) claims that arise or result from fraudulent acts, violations of applicable law, gross negligence or willful misconduct of Design-Build Contractor, its Subcontractors or others for whom the Design-Build Contractor is responsible; or (iii) the proceeds of insurance required to be obtained by Design-Build Contractor.

22.14 Design-Build Contractor's overall cumulative liability for damages to Owner arising under or in relation to this Contract will in no event exceed an amount equal to one hundred percent (100%) of the Contract Sum, provided however, such limitation of liability shall not apply to and no credit shall be issued against such limitations for:

personal injury or damage to the property of third parties resulting from the negligence of Design-Build Contractor, its Subcontractors or others for whom the Design-Build Contractor is responsible;

Claims that arise or result from fraudulent acts, violations of Applicable Law, gross negligence or willful misconduct of Design-Build Contractor, its Subcontractors or others for whom the Design-Build Contractor is responsible; and

the proceeds of insurance required to be obtained by Design-Build Contractor.

Article 23
COMPENSATION

23.1 **The Construction Cost Limitation (CCL) for the project** is $6,200,000. The total compensation payable to the Design-Build Contractor for all services, materials, labor and other work provided for the Project, including a Design and Construction Contingency , the Construction Services Fee and the Cost of the Work cannot exceed the Design-Build Budget Limitation.

23.2 FOR PART I PRECONSTRUCTION PHASE (BASIC) SERVICES, Owner shall pay the Design-Build Contractor a Preconstruction Services Fee as follows:

Preconstruction (Basic) Services Phase		
Design Service		
Schematic Design:		$_____
Design Development:		$_____
Construction Documents		$_____
Builder's Preconstruction Services Fee		$_____
	Design Service Subtotal:	$_____
Additional Service		
Topographic / Tree Survey		$Provided by Owner
Utility Easement Survey		$Provided by Owner
Site Drainage Detention Study		$Provided by Owner
FF&E Coordination		$
Telecommunication Consultant		Included w/ Basic
Acoustical Consultant		Included w/ Basic
Civil Engineering		Included w/ Basic
Storm Water Management Plan		Included w/ Basic
Storm Water Pollution Prevention Plan		Included w/ Basic
Fire Flow Tests / Hydraulic Calculations		Included w/ Basic
Tree Affidavit		Included w/ Basic
Landscape and Irrigation		Included w/ Basic
	Additional Service Subtotal:	$_____
Reimbursable Expenses Allowance		N/A
	Reimbursable Expenses Subtotal	N/A
	Part I Preconstruction Services Sub-total:	$_____

If the scope of the Project or description of the Design Services is changed materially, the compensation for Design Services shall be equitably adjusted.

23.3 CONSTRUCTION COST LIMITATION

	Design-Build Contractor Construction Phase Fee (?.?%)	
	Design-Build Contractor General Conditions	
	Cost of Work	
	Construction Cost Limitation:	**$6,200,000**

23.4 SUMMARY OF COMPENSATION

	Part I Preconstruction Services	
	Part II Construction Cost Limiration	$6,200,000
	Part II A/E Construction Limitation	
	Owner's Construction Contingency (Included in CCL)	TBD
	Design-Build Budget Limitation	TBD

REIMBURSABLE EXPENSES that are approved in advance by the Owner, Design-Build Contractor shall be compensated for the actual amounts

OTHER TERMS AND CONDITIONS

23.5 TIME OF COMPLETION. The Construction Phase shall be deemed to commence upon the earlier of (i) the date specified in a Notice to Proceed issued by Owner after approval of the Guaranteed Maximum Price Proposal specified in such Notice to Proceed, (ii) the issuance of a purchase order by Design-Build Contractor for materials or equipment for the Project after prior written authorization by Owner, or (iii) award of a Subcontract in accordance with the requirements of this Contract after prior written authorization by Owner. The Design Build Contractor shall substantially complete the Owner's Main Office Facility Construction and Renovation Project within twelve (12) months from issuance of Notice to Proceed or as mutually agreed with Owner. This Substantial Completion Dates for the Facility is subject to adjustment by time extensions granted by Change Order. The time set forth for completion of the work is an essential element of the Contract. The Owner may elect, at its option, to phase or "fast-track" portions of the work. In computing change order requests for delays due to inclement weather (precipitation delays) contractor shall include in his schedule the precipitation shown in the 30-year statistical record of the National Oceanic and Atmospheric Administration (NOAA) for the **Edinburg** area. If during construction Contractor claims a weather delay, he must demonstrate to owner that his critical construction activities have been impacted by precipitation over and above the average values recorded by the National Oceanic and Atmospheric Administration in that given month.

23.6 NOTICES. Notices required by this Agreement shall be sent to the following persons at the indicated locations. A party shall not change the person or the address for notices without prior written approval of the other part

If to Owner: **Name** **City of Edinburg** **602 W. University Drive** **Edinburg, Texas 78539** With copy to: **Name** **Organization** **Address** **City**	If to Design-Build Contractor: **Name** **Organization** **Address** **City** With copy to: **Name** **Organization** **Address** **City**

23.7 EXHIBITS. The following exhibits are incorporated by reference as part of this Agreement and the Contract:

Exhibit A	Surety Letter
Exhibit B1	General Conditions
Exhibit C	(Not Used)
Exhibit D	Guaranteed Maximum Price Proposal form
Exhibit E	Certificate of Insurance
Exhibit F	Professional Liability Insurance
Exhibit G	Payment and Performance Bond

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Owner, CITY OF EDINBURG	Design-Build Contractor
By: _____	By: _____
Name **Title:** **CITY OF EDINBURG**	**Name** **Title:** **DESIGN-BUILD CONTRACTOR**

CITY OF EDINBURG

Exhibit B-1

GENERAL CONDITIONS

Initials _____

Exhibit B1 - GENERAL CONDITIONS

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Exhibit B1 - GENERAL CONDITIONS

Article 1 - General Contract Definitions

Unless the context clearly requires another meaning, the following terms shall have the meaning assigned herein:

1.1. Architect/Engineer means a person registered as an architect pursuant to Article 249a, Tex. Civ. Stat. Ann., as a landscape architect pursuant to Article 249c, Tex. Civ. Stat. Ann., and/or a person licensed as a professional engineer pursuant to Article 327la, Tex. Civ. Stat. Ann., or a firm employed by the Owner or Contractor to provide professional architectural or engineering services and exercising overall responsibility for the design of a Project or a significant portion thereof, and performing certain contract administration responsibilities as set forth in the Contract.

1.2. Change Authorization means a Change Order Proposal Evaluation which has been marked "Accepted" by the Owner and, upon receipt of the Change Authorization by Contractor, constitutes notice to proceed with the changed work described therein.

1.3. Change Order means a written modification of the Contract between the Owner and Contractor, made either unilaterally by the Owner or by agreement of both parties.

1.4. Change Order Proposal Evaluation means a Contractor-generated document in response to a Change Order Request or Change Proposal Request or Field Order that states the adjustment necessary to Contract Sum and Time, if any, in response to the changed work described in the Change Order Request.

1.5. Change Order Request or Change Proposal Request means an Owner-generated document that describes a proposed change in the Work, including a description and Drawings and Specifications, as necessary, to inform the Contractor of the nature of the proposed change.

1.6. Close-out Documents means the product brochures, product/equipment maintenance and operation instructions, manuals, warranties, as-built record documents, affidavit of payment, release of lien and claim, etc., and as may be further defined or identified and required by the Contract Documents.

1.7. Contract or Design-Build Contract Agreement means all of the Contract Documents between the Owner and the Contractor.

1.8. Contract Date is the date the Design-Build Contract Agreement is effective between the Owner and Contractor.

1.9. Contract Documents means the Design-Build Contract Agreement, General Conditions, Supplementary Conditions, Drawings, Shop Drawings, Specifications, Bid and Proposal Documents, Advertisement, Contractor's Proposal, Contract Correspondence, issued to execute the Contract and Changes to the Contract.

1.10. Design-Build Contractor, Design-Builder, Construction Manager-at-Risk mean the individual, corporation, company, partnership, firm or other organization that has contracted to perform the Work under the Contract. Herein and throughout this document, the Design-Build Contractor is referred to as "Contractor".

1.11. Contract Sum is the total compensation payable to the Contractor for completion of the Work in accordance with the Contract Documents.

1.12. Contract Time is the period of time in calendar days between the date of the Notice to Proceed and the date of Substantial Completion of the Work as amended by Change Order.

1.13. Date of Commencement is the date designated in the Notice to Proceed that Contractor shall commence the Work.

1.14. Day means a calendar day, unless some other definition for "day" is specifically stipulated for a specific purpose.

1.15. Drawings mean the work product of the Architect/Engineer that depicts the location, quantity, and details of elements of the Work.

1.16. Final Completion means the date established by the Owner in writing in a certificate when the Contract is fully performed according to the Contract Documents and is acceptable to the Owner. Unless otherwise specified in writing Contractor shall achieve final completion within thirty (30) days of substantial completion.

1.17. Interim Change Authorization means an the Owner-generated document which authorizes the Contractor to proceed with changed work before acceptance of a Change Order Proposal Evaluation, when work must proceed in order to prevent damage to Work in place, to prevent significant delay in the Project Schedule, or to maintain safety, or otherwise when determined to be in the interest of the Owner.

1.18. The Owner means City of Edinburg and its' Designated Representatives.

1.19. The Owner's Designated Representative is the Owner's on-site representative during the Project who exercises certain power on behalf of the Owner and undertakes certain contract administration activities outlined in the Contract. On the Owner projects, the Owner Designated Representative's may include the Project Manager, Construction Manager, and/or others granted authority by the Owner's Contracting Officer.

1.20. Project means the Work as described by the Contract Documents.

1.21. Punch list is an inspection report prepared by design professionals and Owner representatives which details items not satisfactory as finished work. The "pre-final" punch list is developed at the substantial completion inspection. The "final" punch list is developed at the final completion inspection.

1.22. Samples means the physical examples of materials, equipment or workmanship, that are representative of some portion of the Work and which establish standards by which the Work will be judged.

1.23. Schedule of Values means the detailed breakdown of the cost of the materials and labor necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by the Owner.

1.24. Shop Drawings means the drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.

1.25. Site means the geographical area at the location where the Work is to be performed.

1.26. Special Conditions means the documents containing terms and conditions, which relate to and are peculiar to the specific project. Special Conditions when used, are a part of the Contract Documents and supercede the General Conditions to the extent of conflict.

1.27. Specifications mean the Architect/Engineer's work product which establishes the quality of the products and processes to be used to produce the Work and they describe all

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elements of the work from CSI (Construction Specifications Institute) Division 1 through Division 17.

1.28. Subcontractor means a person or organization who/that, as an independent contractor, contracts directly or indirectly with the Contractor to perform part or all of the Contract between the Owner and the Contractor.

1.29. Substantial Completion means the date jointly certified by the Contractor and the Owner which depicts when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents, and is functionally and fully operational in all its components, and is fit for the use for which it is intended.

1.30. Supplementary General Conditions mean the standard procedures and contract administration requirements specific to the Owner which alter or expand upon matters covered in the General Conditions. Supplementary General Conditions, when used, are a part of the Contract Documents and supercede the General Conditions to the extent of conflict.

1.31. Unit Price Work means Work to be paid for on the basis of unit prices.

1.32. Unilateral Change Order means a Change Order issued by the Owner without the agreement of the Contractor.

1.33. Work means all labor, plant, material, equipment, facilities, and all other things, including the construction and services necessary or incidental to fulfilling the Contractor's Contract obligations.

1.34. Substantial Completion Inspection means an inspection conducted to determine that a project or a portion thereof, is substantially complete as defined herein and usable for its intended purposes. The Substantial Completion Inspection results in a Pre-Final Punch list.

1.35. Final Inspection means an inspection conducted to determine that all deficiencies on the pre-final Punch list, and all other deficiencies subsequently identified, have been corrected. A Final Inspection with a satisfactory outcome as determined by the Owner, results is release retainage and/or final payment.

1.36. The terms "bid", "bidder", or similar terms used in this document also mean "proposal", "proposer", or "respondent" as appropriate for the type of project for which these General Conditions are used.

Article 2 - General Laws Governing Construction

2.1. Compliance with Laws. In the execution of the Contract and the Work, the Contractor shall comply with all applicable State and Federal laws, including but not limited to, laws governing labor, equal employment opportunity, safety, environmental protection and prevailing wages. The Contractor shall make himself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the Work. The Contractor shall indemnify and save harmless the Owner and it's official representatives against any claim arising from violation of any such law, ordinance or regulation by himself, his subcontractors, and his employees. Except where expressly required otherwise by applicable laws and regulations, the Owner shall not be responsible for monitoring Contractor's compliance with any laws or regulations. Competent evidence of compliance with applicable laws shall be furnished.

2.1.1. The Contractor shall cooperate with governmental officials at all times where their jurisdiction applies. The Contractor shall make application, pay all fees, and provide supporting documentation necessary to secure permits, which are required for the performance of the Contract and the Work. Contractor has a continuing obligation throughout the term of the Contract to conduct his operations under duly issued permits and, in the event Contractor loses or has revoked a necessary permit, Contractor must take immediate steps to apply for and receive another permit.

2.1.2. Where the Underwriters' Laboratories have established standards and issued labels for a particular group, class, or type of equipment the Underwriters' label shall be required on all equipment in that category. The National Electric Code and the National Plumbing code shall be minimum requirements. Competent evidence of compliance with applicable codes shall be furnished.

2.2. Federal, State, and Local Taxes. The Contract price includes all applicable federal, state, and local taxes and duties. The Owner as a 501(c)3 private corporation is exempt from Texas state and local sales and use taxes, and any such taxes included on any invoice or voucher received by the Owner shall be deducted from the amount of the invoice or voucher for purposes of payment.

2.3. Antitrust Claims. The Contractor hereby assigns to the Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq.

2.4. Venue for Suits. The venue for any suit arising from this Project shall be in a court of competent jurisdiction in Hidalgo County, Texas.

2.5. Licensing of Trades. The Contractor shall comply with all applicable provisions of state and local law related to required licensing of skilled tradesmen, subcontractors, material men, suppliers, and or laborers, as necessary to accomplish the Work.

2.5.1. In the event the Contractor or one of his Subcontractors loses his license for any reason during the term of performance of the Contract, the Contractor shall promptly hire, or contract for, a licensed provider of the service at no additional cost to the Owner.

2.6. Royalties and Patents. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except when a particular design, process, or product of a particular manufacturer is specified by the Owner; provided, that, if the Contractor has reason to believe that the design, process, or product specified infringes a patent, the Contractor shall be responsible for such loss unless it promptly gives such information to the Owner. The Contractor shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work.

2.6.1. Whether or not the Owner has specified the use of a particular design, devise, material or process, the Contractor shall pay all valid royalties and license fees, and shall provide, prior to commencement of the Work hereunder, and at all time during the performance of same, for the lawful use of any design, device, material, or process covered by letters, patent, or copyright by suitable legal agreement with patentee, copyright holder, or their duly authorized representative.

2.6.2. Contractor shall defend all suits or claims for infringement of any patent or copyright and shall save the Owner harmless from loss or liability, direct or indirect, arising with respect to the Contractor's process in the formulation of its bid or performance of the Work or otherwise arising in

connection therewith. The Owner reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright, in which event the Contractor shall indemnify and save harmless the Owner from all costs and expenses, including reasonable attorney's fees and judgments, arising from such defense.

2.7. Environmental Regulations. At all times, Contractor shall conduct its activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment, and its protection. The Owner and Contractor are jointly responsible for obtaining and maintaining permits related to stormwater run-off. Contractor covenants to conduct its operations consistent with stormwater run-off permit conditions. Contractor shall be responsible for any hazardous materials brought to the site by Contractor, subcontractors, suppliers or anyone else for whom Contractor is responsible. No hazardous materials shall be incorporated into the Work without prior approval of the Owner.

2.8. Antiquities. Contractor shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological, or historical significance. No objects of this nature shall be disturbed without written permission of the Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Contractor shall stop all Work in close proximity and notify the Owner and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner's property shall remain property of State of Texas, the Texas Historical Commission. If it is determined by The Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, Contractor shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in the Contractor's cost of, or time required for, performance of the Work, Contractor may file with the Owner a Notice of Claim.

2.9. Franchise Tax Status: The Contractor agrees to execute and provide to the Owner a Certification of Franchise Tax Payment, on a form approved by the Owner.

2.10. Tax payer and Vendor Account Information: The Contractor agrees to execute and provide to the Owner a Taxpayer and Vendor Account Information form as obtained from the Texas Comptroller of Public Accounts stating that the Contractor is in "Good Standing" and not on "Vendor Hold".

Article 3 - Compliance with and Enforcement of Prevailing Wage Laws

3.1. Duty to Pay Prevailing Wage Rates. All persons employed in the performance of the work under this contract, or any subcontracts hereunder, shall be paid not less than the general prevailing rates of per diem, holiday, and overtime wages prevailing in the locality for work of a similar character (which wages are specified in an attachment to this contract). Failure to comply with this provision shall subject the Contractor to the penalties prescribed in Chapter 2258 of the Texas Government Code.

3.1.1. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only. The Owner will not consider any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

3.1.2. Each worker shall be classified in one of the classifications in the prevailing wage rate table. Each worker shall notified by the Contractor or Subcontractors of the worker's craft classification and the classification's established minimum wage rate and fringe benefits. This notification shall be given to the worker upon commencing work at the site. The notice must be delivered to, and signed by the worker to acknowledge receipt of the notice, and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished.

3.1.3. A copy of each worker wage rate notification shall be submitted to the Owner with the application for progress payment in the period during which the worker began on-site activities.

3.2. Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to §3.2. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

3.3. Complaints of Violations of Prevailing Wage Rates.

3.3.1. The Owner's Determination of Good Cause. Within 31 days of receipt of information concerning a violation of Chapter 2258, Texas Government Code, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

3.3.2. Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have 14 days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by The Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the 15th day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rev. Code. The parties to the arbitration have 10 days after the expiration of the 15 days referred to above, to agree on an arbitrator; if by the 11th day there is no agreement to an arbitrator, a the Owner court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

3.3.3. Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty

as provided in § 3.4.1 thereof and the amount owed the worker. The Owner may use any amounts retained under the Contract to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either, to receive the amount owed, attorneys' fees, and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

3.4. Prevailing Wage Retainage. Money retained pursuant to §3.4 shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of $60.00 per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under §3.5.3.

3.5. No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in §3.4.

Article 4 - Drawings and Specifications

4.1. Copies Furnished. The Design-Build Contractor will furnish free of charge to the Owner five (5) complete sets of the Contract Drawings and Specifications and electronic files required by the Supplementary General Conditions or Special Conditions.

4.2. Interrelation of Documents. The Drawings depict the location and quantity of elements of the work. The specifications indicate quality. All documents are intended to be complementary to produce the Work.

4.3. Resolution of Conflicts in Documents. In the event of conflict between or among Drawings and Specifications, the better quality or greatest quantity shall prevail. In the event of conflict among provisions of Specifications, using the CSI format, what is called for in the division of the predominant discipline will govern inconsistent provisions found elsewhere. In the event of conflict among the drawings, the large-scale drawings prevail over the small-scale drawings.

4.4. Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, the Contractor shall examine and compare: the Contract Documents; information furnished by the Owner pursuant to §4.6; relevant field measurements made by the Contractor; and any visible conditions at the Site affecting the Work.

4.5. Other Information Provided to Contractor. The Owner may provide Contractor with information, reports, pictures or other items which are not contained within the Contract Documents , but which Contractor should review and use pursuant to § 4.4.

4.6. Requirements for Record Documents The Contractor shall maintain at the site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings and Contract Modifications, and all project correspondence. The Contractor shall maintain Drawings and Specifications in good order and marked to record all changes made during construction. The Contractor shall keep on the site of Work a copy of the current and updated Contract Drawings and Specifications and shall at all times give the Owner or its representatives and agents access thereto.

4.6.1. Further, the Contractor shall maintain this record set of drawings and specifications which reflect the "As-Built" conditions and representations of the Work performed, whether it be directed by Addendum, Change Order or otherwise. All records prescribed herein shall be made available for reference and examination by the Owner and its representatives and agents.

4.6.2. The Contractor shall update the "As-Built" drawings and specifications monthly prior to submission of periodic partial pay estimates. Failure to maintain such records shall constitute cause for denial of a progress payment otherwise due.

4.6.3. Prior to requesting Substantial Completion Inspection by the Owner; the Contractor shall furnish a complete set of the "mark-up" blueline "As-Built" set maintained at the site and one photocopy of same. Concurrently with furnishing these record blueline drawings, the Contractor shall also furnish a preliminary copy of each operating and maintenance manual (O&M) required by the contract documents, for review by the Owner.

4.6.4. Once determined acceptable, the Contractor shall provide photographic mylar prints of professionally drafted "As-Built" drawings, two sets of blueline copies of the mylar "As-Built" drawings, two sets of operating and maintenance manuals, two sets of approved submittals, other record documents as required elsewhere in the contract documents, and one set of electronic files.

Article 5 - Construction Bonds

5.1. Performance and Payment Bonds. The Contractor is required to tender to the Owner, prior to commencing the Work, performance and payment bonds,.

5.1.1. The performance bond is solely for the protection of the Owner, in the full amount of the Contract, and conditioned on the faithful performance of the Work in accordance with the Contract Documents.

5.1.2. A payment bond is payable to the Owner, in the full amount of the Contract and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor.

5.1.3. Payment and performance bonds, as required above, shall be furnished in the full amount of the Guaranteed Maximum Price (GMP) when the GMP is executed.

5.1.4. Intentionally Deleted

5.1.5. Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

5.1.6. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, and on the Owner's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsures authorized, accredited, or trustee to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do

business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.

5.1.7. Approved Sureties. Sureties shall be listed on the Department of the Treasury's Listing of Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

5.1.8. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

5.1.9. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

5.2. Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and his surety.. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

5.3. Payment Claims when Payment Bond is not Required. When the value of the Contract between the Owner and the Contractor is less than $25,000, claimants and their rights are governed by Texas Property Code, §§ 53.231 – 53.239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

5.4. Additional Bond Security. The Contractor shall promptly furnish additional security required to protect the Owner and persons supplying labor or materials under this contract if any surety upon any bond furnished with this contract becomes unacceptable to the Owner; or any surety fails to furnish reports on its financial condition as required by the Owner; or the contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Owner.

Article 6 - Insurance Requirements

6.1. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required herein.

6.2. Before commencing work under this contract, the Contractor shall certify to the Owner in writing that the required insurance has been obtained and shall deliver insurance certificates to Owner evidencing the existence of all required insurance. The certificates evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Owner's interest shall not be effective (1) for such period as the laws of Texas prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Owner, whichever period is longer.

6.3. The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on any facility owned or operated by, or under the control of, the Owner and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. At least five days before entry of each such subcontractor's personnel on the facility the Contractor shall furnish (or ensure that there has been furnished) to the Owner a current certificate of insurance, meeting the requirements herein for each such subcontractor.

6.4. Contractor shall purchase and maintain the insurance (with a minimum "Best" rating of "A-VII") described below to cover the Work and all obligations under the Contract Documents and the Agreement, whether the Work and such obligations are required to be performed or furnished by Contractor, any Subcontractor, any Supplier, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

(a) Workers' Compensation insurance to cover full liability under the workers' compensation laws of Texas and the state of hire, including coverage for the benefits provided under the United States Longshoremen and Harbor Worker's Act and under the Jones Act, if applicable, with employer's liability limit of $1,000,000/$1,000,000/$1,000,000. Such coverage shall also include an "all-states" endorsement. This Worker's Compensation policy shall be endorsed to provide waiver of subrogation in favor of Owner.

(b) Employer's Liability insurance with limits of $1,000,000 per accident for Bodily Injury by accident; $1,000,000 per employee for Bodily Injury by disease; and $1,000,000 policy limit for Bodily Injury by disease.

(c) General Liability insurance with coverage written at least as broad as that of the standard Commercial General Liability insurance policy ("Occurrence Form"), including, but not limited to, hazards of operations (including explosion, collapse, and underground coverage), independent contractors, contractor's protective liability, products and completed operations, and personal injury liability with the contractual exclusion deleted. The insurance required by this subparagraph (c) shall be written for not less than the following limits of liability: $1,000,000 per occurrence and in the general aggregate per Project for bodily injury and property damage; $1,000,000 per occurrence and $2,000,000 in the aggregate for products and completed operations; and $1,000,000 per occurrence and $2,000,000 in the aggregate for personal injury and advertisers liability. The policy shall include contractual liability coverage in the amounts of (i) $1,000,000 each occurrence and $1,000,000 aggregate for Bodily Injury and (ii) $1,000,000 each occurrence and $1,000,000 annual aggregate for Property Damage. The policy shall include Personal Injury with Employment Exclusion deleted: $1,000,000 annual aggregate. This General Liability policy shall be endorsed to include waiver of subrogation in favor of Owner

(d) Automobile Liability insurance covering all owned, non-owned, and hired vehicles. Such insurance shall be written at least as broad as that of the Standard Comprehensive Automobile Liability policy and shall be written for not less than $1,000,000 per occurrence for bodily injury and property damage. If transporting hazardous materials, the policy shall include endorsement MCS90.

(e) Environmental Impairment and/or Pollution Liability Insurance for bodily injury, property damage and environmental clean-up arising from the handling, removal, storage, testing, transportation and disposal of hazardous materials of pollutants. If Contractor uses vehicles to transport hazardous materials, wastes, or substances, such insurance shall apply to accidents during transportation. Coverage shall be provided with limits of

liability no less than $5,000,000 per claim/ $10,000,000 in the aggregate. Such insurance shall be maintained for two (2) years following the start of the Work by the Contractor.

(f) Should the Work involve any activities in the vicinity of a railroad, Railroad Protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

(g) Professional Liability Insurance coverage for liabilities arising out of the Work being provided hereunder with limits of liability of not less than $1,000,000 per claim/$2,000,000 aggregate.

(h) Excess or Umbrella Liability insurance with coverage written at least as broad as those of the primary policies required by subparagraphs (b), (c), and (d) above and written for not less than $2,000,000 per occurrence. If an aggregate limit applies to this coverage, it shall be on a "per project" basis.

(i) The Contractor shall purchase and maintain insurance (Owner's/Contractor's Protective Liability) covering the Owner's contingent liability for claims which may arise from operations under the Contract, with the following limits:

- Bodily injury: $1,000,000 each occurrence; $1,000,000 aggregate.
- Property damage: $1,000,000 each occurrence; $1,000,000 aggregate.
- Personal injury, with employment exclusion deleted: $1,000,000 aggregate.

(j) All Risk Builders' Risk policy written in full value of the construction portion of the Contract. The policy shall be written in the name of both the Contractor and the Owner with a deductible acceptable to Owner.

6.5. Each insurance policy described in subparagraphs (c), (d), (e), (f), (g) (h), (i) and (j) above shall be endorsed (Form CG-2010 Form B which shall be modified to include "Completed" as well as "ongoing" operations) to name as additional insureds The Owner and its respective directors, officers, agents, and employees and all other interests as may be reasonably required by The Owner and its affiliates. No insurance policy described in Paragraph 5.4 shall have a deductible or self insured retention greater than $50,000 per occurrence. The coverage afforded the additional insureds shall be primary insurance. If the additional insureds have other insurance applicable to the loss, such other insurance shall be on an excess or contingent basis and shall apply only to the additional insureds.

6.6. Each insurance policy described in paragraph 6.4 above shall include clauses to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery (under subrogation or otherwise) against any of the insured or additional insureds. In addition, Contractor waives all rights of recovery against The Owner and its affiliates because of deductible clauses in, or inadequacy of, any such policies.

6.7. The existence of the insurance required by Subparagraph 6.4 shall not relieve Contractor from its obligation to exercise due care in the performance of the Work and the performance of all its duties under the Agreement and the Contract Documents.

6.8. Each insurance policy shall remain in effect until Final Payment and acceptance and at all times thereafter when Contractor or any Subcontractor is correcting, removing, or replacing "*defective* Work", and all such policies (and the certificates or other evidence thereof) shall be endorsed to provide that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty (30) Days' prior written notice has been given to the Owner and Contractor and to each additional insured. Completed operations coverage shall continue to be purchased and maintained for two (2) years after Final Payment and acceptance, and Contractor shall furnish (at Final Payment and each year thereafter) the Owner and each additional insured with evidence of such continued coverage.

6.9. If Contractor fails to purchase and maintain the insurance required by Subparagraph 6.4, the Owner shall, if the Owner receives advance notice of nonrenewal, cancellation, refusal to renew or intent to materially change terms, give written notice to Contractor of the Owner's intent to exercise its rights under this Subparagraph and exercise the Owner's right, but not the obligation to, purchase such insurance on behalf of Contractor, and have Contractor pay the cost thereof to the Owner upon demand and furnish to the Owner any information needed to obtain such insurance. If the Owner receives thirty (30) Days advance notice, the Owner shall give Contractor seven (7) Days notice and opportunity to cure

Article 7 - General Responsibilities of the Owner and Contractor

7.1. The Owner's General Responsibilities. The Owner is the entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number.

7.2. Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed, a conference will be held attended by the Owner, Contractor, Subcontractors, as appropriate, to establish a working understanding among the parties as to the Work, the operational conditions at the project site, and general administration of the project, including communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications on Site.

7.2.1. The Owner's Designated Representative. Prior to the start of construction, the Owner shall designate the Owner's Designated Representative, who shall have express authority to act and bind the Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract. Unless otherwise specifically provided for, the Owner's Designated Representative is the single point of contact between the Owner and Contractor. Notice to the Owner's Designated Representative, unless otherwise noted, constitutes notice to the Owner under the Contract.

7.2.2. The Owner shall furnish all surveys describing the legal description and limitations, and other information under the Owner's control to the Contractor. Necessary actions of the Owner, including processing of payments to the Contractor, shall be accomplished with reasonable promptness and subject to Article XIII hereof. The Owner shall pay for all routine testing of materials agreed by the Owner to be required by the Contract Documents, except when for retesting of materials failing the initial test is required, in which instance the cost of re-inspection will be paid for by the Contractor; provided, however, any special testing which is specifically required in the scope of work and listed in a technical section of the specifications shall be paid by the Contractor.

7.3. The Owner supplied materials and information. Information, equipment or services under the Owner's control

shall be furnished by the Owner to the Contractor with reasonable promptness to avoid delay in orderly progress of the work.

7.4. Availability of Lands. The Owner shall furnish, as indicated in the Contract Documents, all required rights to use the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use by Contractor. The Owner shall identify any encumbrances or restrictions specifically related to use of lands so furnished with which Contractor will have to comply. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by The Owner, unless otherwise provided in the Contract Documents. If the Owner fails to furnish these lands, rights of way or easements in a timely manner, Contractor may make a claim under Article XXI.

7.5. The foregoing listing is in addition to the specific duties and authority of the Owner found in other Articles of the Contract.

7.6. Limitation on the Owner Duties. The Owner will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. The Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to furnishing or performing the Work. The Owner is not responsible for the failure of the Contractor to perform or furnish the work in accordance with the Contract Documents. The Owner is not responsible for the acts or omissions of Contractor, or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

7.7. Contractor's General Responsibilities. The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall supervise and direct the Work using the best skill and attention to assure that each element of the work conforms to the contract requirements. The Contractor, shall be solely responsible (with subcontractors responsible to the Contractor) for all design, construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under the Contract. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.7.1. The Contractor shall provide project administration in accordance with provisions of Division 1 Specifications and as outlined in the Pre-Construction Conference.

7.7.2. Contractor's Architect and Engineer – Unless otherwise provided for in the Contract Documents, the Contractor's Architect/Engineer will perform the duties of the Architect/Engineer as described in this Contract during design and construction and until final payment, including advising the Contractor and the Owner on matters where assistance is needed.

7.7.3. Contractor's Superintendent. The Contractor shall employ a competent resident superintendent who shall be in attendance at the Project Site during the progress of the Work. The superintendent shall be satisfactory to the Owner, and shall not be changed except with the written approval of the Owner unless he leaves the employment of the Contractor. The superintendent shall represent the Contractor at the Site and shall have full authority to act on behalf of the Contractor including, but not limited to, signature authority for progress payments and change orders. All communications given to the superintendent shall be binding on Contractor. All oral communications affecting Contract Time, Contract Sum and contract interpretation will be confirmed in writing to the Owner.

7.7.4. Labor. Contractor shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

7.7.5. Services, Materials, and Equipment. Unless otherwise specified in the Supplementary or Special General Conditions, 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. The Contractor shall provide, without extra charge, all incidental items required as a part of the Work, even though not particularly specified or indicated in the Contract.

7.7.6. Documents and Samples at the Site. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Samples and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work or Contractor's request for Substantial Completion Inspection.

7.7.7. Should Work be identified by the Owner as being not in compliance with the Contract Documents, the Owner shall communicate the finding to Contractor and such Work shall be corrected by the Contractor at its expense. The approval of Work by the Owner does not relieve the Contractor from compliance with all requirements of the Contract Documents where such requirements are not judged at the time of observation of the Work due to work sequences by the Contractor or the lack of time to judge the performance characteristics of the particular Work item.

7.7.8. Subcontractors. Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom the Owner may have reasonable objection. The Owner will communicate such objections in writing. If a rejection causes a change to the Contract Sum, Contractor may file a Contractor-initiated change claim under Article XX. Contractor shall not be required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor will not substitute Subcontractors without the approval of the Owner, except in the event of a default by a subcontractor in which event the substitute will be subject to the Owner's approval.

7.7.9. Contractor shall enter into written agreements with all Subcontractors and suppliers which specifically bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents for the benefit of the Owner as a third party beneficiary. All such written agreements shall expressly state this provision.

7.7.10. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the Owner through Contractor.

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7.7.11. The Contractor shall furnish to the Owner a copy of each first-tier subcontract promptly after it has been executed. The Contractor agrees that the Owner has no obligation to review or approve the content of such contracts and that providing the Owner such copies shall in no way relieve the Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the subcontractor to be bound to the Contractor in the same manner in which the Contractor is bound to the Owner.

7.7.12. Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements or alternative resolution processes with the Owner. No Work shall be delayed or postponed pending resolution of any disputes, disagreements or processes, except as the Owner and Contractor may agree in writing.

7.7.13. Cleaning. The Contractor shall at all times keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Upon completion of the Project, and prior to the final inspection, the Contractor shall have the Work in a neat and clean condition.

7.7.14. Acts and Omissions of Contractor, his Subcontractors and employees. The Contractor shall be responsible for acts and omissions of his employees and his subcontractors, their agents and employees. The Owner may, in writing, require the Contractor to remove from the work any of its or its subcontractor's employees that the Owner's representative finds to be careless, unqualified or otherwise objectionable.

7.7.15. INDEMNIFICATION OF THE OWNER. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE OWNER, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES OF THE OWNER, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE OWNER DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE OWNER, OFFICERS OR EMPLOYEES, SEPARATE CONTRACTORS OR ASSIGNED CONTRACTORS, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT THE CONTRACTOR AND THE OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

7.7.15.1. The provisions of this Indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.7.15.2. Contractor shall promptly advise the Owner in writing of any claim or demand against the Owner or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract. Such notification shall be in writing and shall occur no later than three working days after condition became known.

7.7.16. The duties listed above are in addition to the duties, responsibilities and activities to be undertaken by Contractor as specified throughout the Articles of the Contract.

7.7.17. The Contractor will operate and maintain operations areas and associated storage areas at the site of the Work in accordance with the following:

7.7.17.1. All Contractor operations, including storage of materials and employee parking upon the site of work, shall be confined to areas designated by the Owner.

7.7.17.2. The Contractor may erect, at its expense from funds within the fee temporary buildings which shall remain its property. The Contractor shall remove such buildings and associated utilities service lines upon completion of the Work, unless the Contractor requests and the Owner provides written consent that it may abandon such buildings and utilities in place.

7.7.17.3. The Contractor will use only established roadways or construct and use such temporary roadways as may be authorized by the Owner. Load limits of vehicles shall not exceed the limits prescribed by appropriate regulations or law. The Contractor will provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage, and any damage thereto shall be repaired by and at the expense of the Contractor.

7.7.17.4. The Owner may restrict the Contractor's entry to the site to specifically assigned entrances and routes.

7.7.18. The Contractor shall at all times keep construction areas, including storage areas used by it, free from the accumulation of water, waste materials or rubbish during performance of the work. During the period of construction, and not less frequently than once a week, the Contractor shall remove from the site any and all waste materials, rubbish and trash, and shall dispose of such waste materials, rubbish and trash off the property of the Owner. Prior to the Contractor's requested date for a pre-final inspection, the Contractor shall remove any and all remaining equipment from the site and shall leave the premises in a clean, neat and workmanlike condition satisfactory to the Owner.

Article 8 - Additional Contractor Responsibilities when the Owner Awards Separate Contracts

8.1. Separate Contracts. The Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar contract conditions. The Owner reserves the right to perform operations related to the Project with the Owner's own forces. Each separate Contractor shall undertake to indemnify the Owner as set forth in Article 7.

8.1.1. When separate contracts are awarded for different portions of the Project, "Contractor" in the Contract Documents in each case shall be the Contractor who signs each separate Contract. This Contractor shall cooperate with the separate Contractors and the Owner's own forces. This Contractor shall properly connect and coordinate its work with the work of the separate Contractors as defined in these Contract Documents. If any part of this Contractor's work depends for proper

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execution or proper results on the work of any of the separate Contractors, this Contractor shall inspect and promptly report in writing to the Owner any visually apparent discrepancies or defects found in such other work that render it unsuitable for such proper execution and results. Failure of this Contractor to so inspect and report the visually apparent discrepancies or defects shall constitute an acceptance of the separate Contractor's work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the separate Contractor's work after the execution of this Contractor's work.

8.1.2. Should this Contractor cause delay or damage to the Work or property of any separate Contractor on the Project, this Contractor shall, upon due written notice, endeavor to settle with the separate Contractor by agreement. If such separate Contractor does not settle with this Contractor, the Owner shall initiate a Dispute Resolution process and each party to the dispute shall be financially accountable for any damages or loss based on their proportionate fault determined by the Dispute Resolution process.

8.1.3. This Contractor shall afford the Owner, the separate Contractors, and the Owner's own forces, as necessary, with the reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work.

8.2. The Owner reserves the right to make essential installations that are pertinent to the early use of the building or project. Within this right the Owner may let other contracts or may do such work with its own labor forces and materials. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or supplier, or by the Owner's employees. The Contractor shall cooperate to the end that the Owner may realize complete functioning of the building or project on the day of substantial completion.

8.2.1. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate Contractor with the Work of this Contractor, who shall cooperate with them. This Contractor shall participate with other separate Contractors and the Owner in reviewing the respective construction schedules, when directed to do so. This Contractor shall make any revisions to his construction schedule as necessary, after receiving the Owner's instructions.

8.2.2. The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate Contractor because of delay, improperly timed activities, or defective construction by the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delay, improperly timed activities, damage to the Work or defective construction by a separate Contractor. Contractor may make claim for such amounts as outlined in Articles 20 and 21..

Article 9 - The Contractor's Responsibility for Jobsite Safety

9.1. Unless otherwise specified in the Specifications, Contract Documents, General, Supplementary, or Special Conditions, Contractor, shall be responsible (with subcontractors responsible to the Contractor) for initiating, maintaining, supervising, and enforcing all safety precautions and programs in connection with their respective portions of the Work. It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. §§ 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of the Act. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

9.2. Contractor shall notify the owners of adjacent property, facilities, and utilities of the prosecution of the Work which may affect them or their facilities, and the Contractor shall cooperate with these owners in the protection, removal, relocation and replacement of their facilities and/or utilities.

9.3. In any emergency affecting the safety of persons or property, the Contractor shall act reasonably to prevent threatened damage, injury, or loss. Contractor shall give the Owner prompt notice if Contractor believes that any significant changes in the Work or variations from Contract Documents have been caused by its emergency response. Any additional compensation or extension of time claimed by the Contractor resulting from emergency work shall be considered in accordance with Articles 20 and 21.Authorized agents of Contractor shall respond immediately to call out at anytime of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage, restriction or limitation, or to take such action pertaining to the Work as may be necessary to provide for the safety of the public. Should Contractor fail to respond, the Owner is authorized to direct other forces to take action as necessary and the Owner may deduct any cost of remedial action from the funds due the Contractor under the Contract.

9.4. In the event of an incident or accident involving outside medical care or a lost time injury to an individual on or near the Work, Contractor shall notify the Owner as soon as possible, and within 24 hours of the event. Contractor shall record the location of the event, the circumstances surrounding the event, by using photography or other means, and shall gather witness statements and other documentation which describes the event. Contractor shall supply the Owner with incident investigation documents no later than 36 hours after the occurrence of the event. In the event of a catastrophic incident (one fatality or three workers hospitalized), the scene of the incident shall be barricaded and left intact until all investigations are completed.

9.5. Contractor shall be responsible for coordinating the exchange of material safety data sheets (MSDSs) or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations.

9.6. Environmental Safety and Control. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, the Contractor shall immediately stop work in and secure the affected area, and notify the Owner. All subcontracts shall expressly bind subcontractors to the same duty. On receiving such notice, the Owner shall promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. As soon as possible upon completion of this investigation, the Owner shall issue a written report to the Contractor identifying the material or materials found and indicating any necessary steps to be taken to treat, handle, transport or dispose of the material. The Owner may hire third-party Contractors to perform any or all such steps. Should compliance with the Owner's instructions result in an increase in the Contractor's cost of performance, or delay the Work, an adjustment in the contract price or time may be claimed by the Contractor pursuant to the provisions of Articles 20 through 23.. The Contractor shall fully indemnify, save and hold harmless the Owner of and from any costs, losses, damages, or liabilities resulting from its failure, or

the failure of its subcontractors, to comply strictly with these provisions.

9.7. Trenching safety precautions, applicable only if the project requires excavation which exceeds a depth of five feet, shall comply with the following:

9.7.1. The Contractor will develop a trenching plan approved and sealed by a professional engineer registered in the State of Texas and employed by the Contractor

9.7.2. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ITS EMPLOYEES AND AGENTS, FROM ANY AND ALL DAMAGES, COSTS (INCLUDING, WITHOUT LIMITATION, LEGAL FEES, COURT COSTS, AND THE COST OF INVESTIGATION), JUDGMENTS, AND CLAIMS BY ANYONE FOR INJURY OR DEATH OF PERSONS RESULTING FROM THE COLLAPSE OR FAILURE OF TRENCHES CONSTRUCTED UNDER THIS CONTRACT. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY PROVISION APPLIES EVEN IF THE COLLAPSE OR FAILURE IS PARTLY CAUSED BY THE OWNER'S NEGLIGENCE INCLUDING WITHOUT LIMITATION THE OWNER'S NEGLIGENT ACTS OR OMISSIONS IN FAILING TO PROVIDE ADEQUATELY FOR TRENCH SAFETY.

Article 10 - Warranty of Construction; Materials and Workmanship; Licensing and Testing

10.1. Warranty of Construction - In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 10.1.10 of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed, by the Contractor or any subcontractor or supplier at any tier.

10.1.1. Except for longer warranties required by the specifications on certain items, this warranty shall continue for a period of two years from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty for such part of the work shall continue for a period of one year from the date the Owner takes possession.

10.1.2. The Contractor shall remedy at the Contractor's expense any failure to conform to the contract requirements or any defect.

10.1.3. In addition, the Contractor shall remedy at the Contractor's expense any damage to real or personal property owned or controlled by the Owner, when the damage is the result of –

10.1.3.1.1 the Contractor's failure to conform to contract requirements; or

10.1.3.1.2 any defect of equipment, material, workmanship, or design furnished.

10.1.4. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

10.1.5. The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

10.1.6. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, remove, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

10.1.7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall –

10.1.7.1. obtain all warranties that would be given in normal commercial practice;

10.1.7.2. require all warranties to be executed, in writing, for the benefit of the Owner, if directed by the Owner; and

10.1.7.3. enforce all warranties for the benefit of the Owner, if directed by the Owner.

10.1.8. In the event the Contractor's warranty under paragraph 10.1.2 of this clause has expired, the Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

10.1.9. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner or for the repair of any damage that results from any defect in material or designs furnished by the Owner.

10.1.10. This warranty shall not limit the Owner's rights under the Inspection of Construction Clause of this contract with respect to latent defects, gross mistakes, or fraud.

10.2. Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

10.3. Observations by the Owner;

10.3.1.1. Recommendation to pay any progress or final payment;

10.3.1.2. The issuance of a certificate of Substantial Completion or any payment by the Owner to Contractor under the Contract Documents;

10.3.1.3. Use or occupancy of the Work or any part thereof by the Owner;

10.3.1.4. Any acceptance by the Owner or any failure to do so;

10.3.1.5. Any review of a Shop Drawing or sample submittal; or

10.3.1.6. Any inspection, test or approval by other entities not in contract with Contractor.

10.4. Routine Testing. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, the Contractor shall give the Owner timely notice of its readiness and of the date arranged so the Owner may observe such inspection, testing or approval. Should the material or work fail to comply with the requirements of the Contract Documents, the Contractor shall bear all costs of the

testing, inspection or approval as well as the cost of replacement of unsatisfactory material or Work as provided by Article XII; otherwise, the Owner shall bear such costs and an appropriate change order shall be issued.

10.5. The costs of routine testing shall be borne by the Owner, but the Contractor shall be responsible for the cost of material tested. When directed by the Owner, demonstration of a material's compliance with the specifications shall be made by one of the following:

10.5.1. Manufacturer's certificate of compliance.

10.5.2. Mill certificate.

10.5.3. Testing laboratory certification.

10.5.4. Report of actual laboratory test from the Owner's laboratory or from a laboratory satisfactory to the Owner. Samples tested shall be selected by or in the presence of the Owner and the method of testing shall comply with the professional societies' standard specifications.

10.6. Materials incorporated into the Project shall be new unless otherwise specified and may be subject to routine tests as specified or as deemed necessary by the Owner to insure their compliance with the specifications. Materials to be tested may include, but are not limited to, the following:

10.6.1. Concrete - Primary mix design, slump tests and cylinder compression tests.

10.6.2. Steel - Tensile tests.

10.6.3. Welds - Field inspection and X-ray equipment.

10.6.4. Soils - Subsoil investigation, physical analysis and compaction tests.

10.6.5. Pavement - Physical analysis and compaction tests.

10.6.6. Roofing - Samples cut from in-place roof.

10.6.7. Windows, curtain walls, skylights.

10.7. Any other basic materials for which standard laboratory test procedures have been established may also be included if doubt as to their quality should arise. Any testing, as described, will be done at the discretion of the Owner who will bear all costs. The Contractor shall be held responsible for providing samples of sufficient size for test purposes and for cooperating with the Owner or his representative in obtaining and preparing samples for tests. All tests will be in accordance with standard test procedures and will be performed by a laboratory selected by the Owner. Results of all tests will be provided to the Owner, and the Contractor.

10.8. Not included in tests provided by the Owner are:

10.8.1. Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to prove its compliance with the Specifications, which testing shall be paid for by Contractor.

10.8.2. Tests on mechanical systems required to insure their proper installation and operation, which shall be paid for by Contractor.

10.9. Should any of the routine tests indicate that a material does not comply with the job requirements, the burden of proof of compliance shall be with the Contractor, subject to the following conditions:

10.9.1. Contractor may select the laboratory for further testing, but selection must be approved by the Owner.

10.9.2. Quality and nature of tests will be determined by the Owner.

10.9.3. All tests shall be taken in the presence of the Owner.

10.9.4. If tests prove that the material complies with specifications, the laboratory fees will be paid by the Owner. If noncompliance is proved, laboratory fees will be paid by the Contractor.

10.9.5. Proof of noncompliance will make the Contractor liable for any corrective action which the Owner feels is prudent, including complete removal and replacement of defective material.

10.9.6. All subsequent tests on original or replaced materials conducted as a result of prior failure will be paid by the Contractor.

10.10. Special Testing. The Owner may require special inspection, testing or approval of material or Work in addition to that which may be specified for compliance with requirements of the Contract Documents. Upon direction by the Owner for additional special testing, the Contractor shall promptly arrange for such special testing, inspection or approval procedure. The costs of special testing shall be at the Owner's expense, except if the materials fail, Contractor shall pay the expense; provided, however, that the entire cost of any additional testing, whether routing or special, required because of failure of a prior test shall be borne by the Contractor.

10.11. If any Work (or the work of others) that is to be inspected, tested or approved is covered by Contractor without providing the Owner an opportunity to review based on written notification as set forth in 12.2.3, or if any Work is covered contrary to the written request of the Owner or as specifically indicated elsewhere in the contract documents, the covered work must, if requested by the Owner, be uncovered and recovered at Contractor's expense, except as set forth in § 12.2.3.

10.12. Contractor's Testing. Nothing contained herein is intended to imply that the Contractor does not have the right to have tests performed on any material at any time for his own information and job control so long as the Owner is not charged for costs or forced to rely upon such tests when appraising quality of materials. Any modification of, or elaboration on, these test procedures which may be included for specific materials under their respective specification sections shall take precedence over these procedures and all testing required in the technical specification sections shall be the responsibility of the Contractor to coordinate and pay for.

10.13. **Material and Workmanship**

10.13.1. All work under this contract shall be performed in a skillful and workmanlike manner. The Owner may require, in writing, that the Contractor remove from the work any employee the Owner deems unqualified, careless, or otherwise objectionable.

Article 11 - Shop Drawings and Submittals

11.1. Contractor's Submittals. The Contractor shall submit, with reasonable promptness consistent with the Project Schedule and in orderly sequence, all Shop Drawings, Samples or other information required by the Contract Documents, or as governed by Change Orders. The Contractor shall review each submittal for compliance with Contract Documents and shall certify that it has done so by stamp, or otherwise, affixed to each copy thereof. Submittal data presented without such Contractor certification will be returned without review or other comment, and any delay resulting there from will be the Contractor's

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responsibility.

11.1.1. The Contractor shall, within twenty (20) calendar days after receipt of the Notice to Proceed, submit to the Owner four (4) copies of a submittal schedule, listing all items that shall be furnished, for review and approval by the Owner. The schedule shall also list all items that are to be reviewed and approved by the Contractor.

11.1.2. Such submittal schedules shall include, among other things, shop drawings, manufacturer's literature, certificates of compliance, materials samples, materials colors, guarantees, etc.

11.1.3. The submittal schedules shall indicate the type of item, contract requirements reference, the Contractor's scheduled dates for submitting the above and like items and the projected need dates for approval answers from the Owner and the projected or actual dates for procurement. This schedule shall show a minimum of fourteen (14) calendar days after receipt for review and approval by the Owner, and if re-submittal is required an additional seven (7) days will be allowed for approval after receipt. The Contractor will revise and/or update this schedule as appropriate and submit it with each payment estimate.

11.1.4. The submittal schedule shall be coordinated with the Work Progress Schedule for all the Work. The Contractor shall revise and/or update both schedules monthly to insure consistency and current project data. Four (4) copies of such updated schedules shall be provided to the Owner concurrent with each application for progress payment.

11.1.5. Shop Drawings, Samples or other required information shall be properly identified, as specified or as the Owner may require. At the time of submission, the Contractor shall inform the Owner in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.

11.1.6. By submitting Shop Drawings, Samples or other required information, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents and he shall so certify as required by § 11.1.

11.2. Nature and Effect of Review. The Owner, if required by Supplementary or Special Conditions, will review and approve all submittals with reasonable promptness, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. Such approval will be indicated in writing. The approval of a separate item shall not indicate approval of an assembly in which the item functions. The approval of the Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Owner in writing of such deviation at the time of submission and the Owner has not objected to the specified deviation. The approval shall not relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

11.3. Correction and Resubmission. The Contractor shall make any corrections required to a submittal and shall resubmit the required number of corrected copies of the submittals promptly so as to avoid delay, until approved. The Contractor shall direct attention in writing to the Owner when required, to any new revisions other than the corrections requested on previous submissions.

11.4. Limits on Shop Drawing Approvals. No Work requiring a Shop Drawing or Sample submission shall be commenced until the submission has been approved. All such work shall be in accordance with approved Shop Drawings and Samples. Approvals of Shop Drawings and Samples are not authorization to Contractor to perform extra work or changed work unless the procedures of Articles XX and XXI are followed. The Owner's approval, if necessary, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the approved Shop Drawing or Sample.

11.5. The Owner may establish routine review procedures and schedules for submittals at the preconstruction conference.

11.6. Unauthorized Substitutions at Contractor's Risk. All proposed substitution of materials, equipment or fixtures shall be presented through the submittal process. The Contractor shall be financially responsible for any additional costs or delays resulting from using materials, equipment or fixtures other than those specified, and shall reimburse the Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

Article 12 - Inspection of Construction

12.1. The word "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

12.2. The Contractor shall maintain an inspection system acceptable to the Owner and perform such inspections to ensure that the Work called for by this contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Owner. All Work shall be conducted under the general direction of the Owner and is subject to inspection and testing by the Owner and/or the Owner's consultants at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

12.3. Inspections and tests by the Owner are for the sole benefit of the Owner and do not:

12.3.1. relieve the Contractor of responsibility for providing adequate quality control measures;

12.3.2. relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

12.3.3. constitute or imply acceptance; or

12.3.4. affect the continuing rights of the Owner after acceptance of the completed work under paragraph 12.9 below.

12.4. The presence or absence of an inspector from the Owner does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition or waive any requirement of the specifications without the Owner's written authorization.

12.5. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Owner. The Owner may charge to the Contractor any additional cost of inspection or test when Work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests shall be performed as described in the contract.

12.6. The Contractor shall, without charge, replace or

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correct Work found by the Owner not to conform to contract requirements, whether found before or after Substantial Completion, and whether or not fabricated, installed or completed, unless in the public interest, the Owner consents to accept the work with an appropriate reduction in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

12.7. If the Contractor does not promptly replace or correct rejected work, the Owner may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate this Contract or any part thereof for default under Article 25.

12.8. If, before acceptance of the entire work, the Owner decides to examine already completed work by uncovering it, removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall pay for the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

12.9. Unless otherwise specified in the contract, the Owner shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Owner determines can be accepted separately. Subject to the provisions of the Warranty of Construction Clause hereof, acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Owner's rights under any warranty or guarantee.

12.10. The Contractor shall not cover up any work with finishing materials or other building components prior to providing the Owner an opportunity to perform an inspection of the work by the Owner for review of the installation.

12.11. The Contractor shall be responsible for providing notification of at least five (5) working days or as mutually agreed, to the Owner of the anticipated need for a cover up inspection. Should the Owner fail to respond to the requested inspection within the five (5) working day period, or as mutually agreed, the Contractor may proceed with the particular cover up work identified in the notification. The five (5) working day notice requirement shall not be reduced or waived by the Owner's ability to respond in less time.

12.12. The Owner has the authority to reject and condemn Work, which does not meet the requirements of the Contract and to order such work removed and replaced. The Owner shall interpret the Contract requirements and shall be the final judge of the acceptability of the Work under the Contract Documents. If any materials or Work furnished under this Contract are condemned or rejected by the Owner, the Contractor shall, after notice from the Owner, proceed to remove materials, whether worked or un-worked, and to take down all portions of the Work condemned. Contractor shall make good all Work damaged or destroyed by the removal and replacement process.

12.13. The Contractor shall, without charge or assessment against any contract contingency or allowance, replace any material or correct any workmanship found by the Owner not to conform to the contract requirements, unless in the public interest the Owner consents in writing to accept such material or workmanship with an appropriate adjustment in the contract price. The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after the Date of Substantial Completion or final inspection and acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

Article 13 - Contract Payments

13.1. Schedule of Values. Within twenty (20) days of Notice to Proceed under the Contract, the Contractor shall submit to the Owner for approval a Schedule of Values, accurately itemizing material and labor for the various classifications of the Work. The approved Schedule of Values will be used as the basis for the progress payments under the Contract. The Schedule of Values shall be in such detail as may be required by the Owner. The breakdown shall follow the trade divisions of the specifications along with provision for general conditions costs, fees, contingencies, and allowances so that the sum of the items will equal the contract price. Each item shall be assigned labor or material values, or both, the subtotal thereof equaling the value of the work in place when completed.

13.2. Progress Payments. Periodic progress payments will be made to the Contractor for Work performed, and materials in place or suitably stored and protected on sites or as otherwise agreed to by the Owner and the Contractor. Payment shall not become due until receipt by the Owner or his designee of a correct and complete Pay Application, certified by the Architect Engineer pursuant to this article. Progress payments are made provisionally and do not constitute acceptance of work not in accordance with the Contract Documents. Progress payments for Change Order work will not be accepted for payment until Change Order has been fully signed and executed and the work has been performed.

13.3. Contractor's Periodic Invoice. As soon as practicable, but in no event later than seven days after receipt of the Preliminary Pay Worksheet, the Owner shall meet with the Contractor to review the Preliminary Pay Worksheet and to observe the condition of the Work. On the basis of this review, the Owner may require modifications to the Preliminary Pay Worksheet prior to the submittal of a Periodic Invoice, and shall promptly notify the Contractor of revisions necessary for approval. As soon as practicable, but in no event later than seven days following the Preliminary Pay Worksheet review meeting, the Contractor shall submit a Periodic Invoice reflecting the required modifications, and attaching all additional documentation required by the Owner, as well as his affidavit swearing or affirming that all payrolls, bills for labor, materials, equipment, subcontracted work or other indebtedness connected with the Contractor's Periodic Invoice (Application for Payment) have been paid or will be paid within the time specified in this Contract. No Periodic Invoice shall be complete unless it fully reflects all required modifications, and attaches all required documentation including the Contractor's affidavit.

13.4. The Owner's Duty to Pay. The Owner shall have no duty to pay the Contractor except on receipt by the Owner of (1) a complete and certified Periodic Invoice.

13.4.1. The Owner must approve bulk materials in accordance with contract requirements before payment for the materials. Payment for stored materials shall be limited to 85% of the invoice price or 85% of the scheduled value for the materials, whichever is less. Bulk materials are eligible for full payment only after they have been incorporated into the Work.

13.5. Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned.

13.5.1. Intentionally Deleted

13.6. Reduction to Cover Loss. The Owner may upon written notice to the Contractor, reduce any Periodic Invoice

prior to payment to the extent necessary to protect the Owner from loss on account of actions of the Contractor, including, but not limited to:

13.6.1. Defective work not remedied;

13.6.2. Damage to work of a separate Contractor;

13.6.3. Failure to maintain scheduled progress or reasonable evidence that the work will not be completed within the contract time;

13.6.4. Failure to comply with the requirements of Texas Government Code Chapter 2258 (Prevailing Wage Law); or

13.6.5. For Contracts with a value of less than $25,000 for which no payment bond is posted, receipt of written notice by the Owner of unpaid bills, filed in conformance with § 53.232, Texas Property Code. Any funds so withheld shall be released to the Contractor if he furnishes a bond for release of lien as provided in § 53.236, Texas Property Code.

13.6.6. Persistent failure to carry out the work in accordance with the Contract Documents.

13.6.7. Reasonable evidence that the work cannot be completed for the remainder of the contract sum.

13.6.8. Assessment of fines for violations of Prevailing Wage Rate laws

13.6.9. Failure to comply with the terms and conditions of the Contract.

13.7. Title to all material and Work covered by progress payments transfers to the Owner upon payment. Transfer of title to the Owner does not relieve the Contractor of the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work, or waive the right of the Owner to require the fulfillment of all the terms of the Contract.

13.8. Progress payments to the Contractor shall not release the Contractor or his surety from any obligations under this Contract.

13.9. Upon the Owner's request, current, accurate, and complete reports of the status of Subcontractor's accounts shall be furnished in a form acceptable to the Owner.

13.10. A corporate officer or a duly authorized representative of the Contractor must sign pay estimate certificates.

13.11. The Contractor, in requesting payment for materials, shall provide copies of bills of lading, invoices, delivery receipts or other evidence of the location and value of such materials.

13.12. The date the performance of service is completed is the date when the Owner's representative approves the application for payment.

13.13. Off-Site Storage: With prior approval by the Owner and in the event Contractor elects to store materials at an off-site location, he shall abide by the following conditions..

13.13.1. .Inspection by the Owner's representative is allowed at any time. The Owner's Inspectors must be satisfied with the security, control, maintenance, and preservation measures.

13.13.2. Materials for this project are physically separated and marked for the project in a sectioned-off area. Only materials which have been approved through the submittal process are to be stored in the area.

13.13.3. The Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Drawings and Specifications requirements regardless of any previous progress payment made.

13.13.4. With each monthly payment estimate, the Contractor shall submit a report to the Owner listing the quantities of materials already paid for still stored in the off-site location.

13.13.5. Warehouse records, receipts and invoices shall be made available to the Owner's representatives, upon request, to verify the quantities and their disposition.

13.13.6. In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to the Owner or the Owner's agents at a location near the jobsite as directed by the Owner.

13.13.7. The full provisions of PERFORMANCE AND PAYMENT BONDS on this project shall cover the materials off-site and in transit to and from the off-site location in every respect as though they were stored on the Project Site.

Article 14 - Closing Inspections

14.1. Substantial Completion Inspection. When the Contractor considers the entire Work or part thereof Substantially Complete, the Contractor shall inspect the Work, or designated portion thereof, for compliance with the Contract Documents and notify the Owner in writing that the Work will be ready for Substantial Completion Inspection on a date certain. The Contractor shall include with this notice a copy of its updated inspection list marked to indicate corrected items plus a list of items to be completed or corrected prior to final inspection which the Contractor recognizes exist but believes do not prevent the Work or part thereof from being substantially complete, and shall request a substantial completion inspection for the Work or designated portion thereof. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Owner will review the Contractor's list of items and either will schedule the requested inspection or will inform the Contractor in writing that such an inspection would be premature because the Work is not sufficiently advanced or that conditions are not as represented on the Contractor's list.

14.1.1. Prior to the substantial completion inspection, the Contractor shall furnish to the Owner a copy of the As-Built blueline prints and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications or parts for all installed equipment, systems and like items. If the Contractor does not furnish these requirements and the Owner must of necessity otherwise obtain this information and data, the costs for obtaining it will be deducted from payments otherwise due the Contractor. The Owner, the User, and the Contractor will jointly conduct the substantial completion inspection.

14.1.2. On the date indicated by Contractor, or as soon thereafter as is practicable, the Owner and the Contractor shall inspect the work and if the Owner determines that the Work is Substantially Complete a Certificate of Substantial Completion shall be issued by the Owner for certification by the Owner and Contractor, fixing the date of Substantial Completion. The Contractor will provide with this certificate a list of items to be completed prior to final inspection (the Pre-Final Punchlist). This list may include additional items not included on the Contractor's list, which are deemed necessary by the Owner to correct or complete prior to Final Inspection.

14.2. Final Inspection The Contractor shall fully complete the list of items listed on the Pre-final Punchlist prior to Final Inspection. Unless otherwise specified in Special Conditions, or otherwise agreed in writing by the parties, the

Contractor shall complete this work within 30 days of the certified date of Substantial Completion. When the Contractor has completed the Pre-final Punchlist, he shall give written notice to the Owner that the Work will be ready for Final Inspection on a date certain. This notice shall be accompanied by a copy of the Contractor's updated Punchlist indicating resolution of all items. On this date, or as soon thereafter as is practicable, the Owner and the Contractor shall inspect the Work and the Contractor shall submit to the Owner a list of items which have been determined to require correction or completion before the Work will be accepted by the Owner (the Final Punchlist).

14.3. The Contractor shall correct or complete all items on the Final Punchlist before Acceptance and Final Payment. Unless otherwise specified in the Supplementary or Special Conditions, or otherwise agreed in writing by the parties, the Contractor shall complete this work within 21 days of receiving the Final Punchlist. Upon completion of the Final Punchlist, the Contractor shall notify the Owner in writing stating the disposition of each Punchlist item, and the Owner shall promptly inspect the completed items. When the Final Punchlist has been completed, and the Contract is fully performed according to the Contract Documents, and is acceptable to the Owner, the Owner shall issue a certificate fixing the date of Final Completion. Final Completion of all work shall be a condition precedent to the Contractor's right to receive Final Payment.

14.4. Annotation. Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by the Owner.

14.5. Purpose of Inspection. Inspection by the Owner is for the purpose of determining the completion of the Work, and does not relieve the Contractor of its overall responsibility for completing the Work in a good and workmanlike fashion, in compliance with the Contract Documents. Failure of the Owner to identify Work that is not in compliance with the Contract Documents, or which is defective in operation or workmanship, or acceptance of the Work with Punchlist items left incomplete, does not constitute a waiver of such a defect or of the Owner's rights under the Contract Documents or relieve the Contractor of its warranties contained at Article 17.

14.6. Additional Inspections.

14.6.1. If on the basis of the Substantial Completion Inspection, the Owner determines that the Work is not Substantially Complete, the Owner shall give the Contractor written notice thereof, and shall inform the Contractor what Work was found to be incomplete, out of compliance with the Contract Documents, or defective in operation or workmanship, and setting a time in which incomplete or defective work is to be completed. The Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion Inspection.

14.6.2. If on the basis of the Final Inspection, the Owner determines that the Work is not complete according to the Contract Documents, or that the Work required by the Pre-final Punchlist had not been performed, the Owner shall give the Contractor written notice thereof, and shall inform the Contractor what Work was found to be incomplete, out of compliance with the Contract Documents or defective in operation or workmanship, and setting a time in which incomplete or defective work is to be completed. The Contractor shall complete or correct all Work so designated prior to requesting a second Final Inspection.

14.6.3. This Agreement contemplates three inspections only: the Substantial Completion Inspection, the Final Completion Inspection, and the Inspection of Completed Final Punchlist Items. The cost to the Owner of any and all additional inspections deemed necessary by the Owner because the Work was not ready for one or more of these inspections shall be borne by the Contractor, and the Owner may issue a Unilateral Change Order deducting these costs from Final Payment. Upon the Contractor's written request, the Owner shall furnish documentation of all costs so deducted. Work added to the Contract by Change Order after Final Inspection shall not be considered as corrective work for purposes of determining timely completion or assessing the cost of additional inspections.

14.7. Phased Completion. The Special Conditions may provide, or other project conditions may warrant, as determined by the Owner, that designated elements or parts of the Work shall or may be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of Articles XIV (Closing Inspections) and Article XV (Early Occupancy) shall apply independently to each designated element or part of the project. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole shall be the date on which the last element or part of the Work to be completed is certified as Substantially Complete, and Final Completion of the Work as a whole shall be the date on which the last element or part of the Work to be completed is certified as Finally Complete.

Article 15 - Early Occupancy

15.1. Right of Occupancy. The Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion, provided that such occupancy or use is consented to by any and all insurers of the Work. Should the Owner wish to use or occupy the Work, or part thereof, prior to substantial completion, the Owner shall so notify the Contractor in writing. Work performed on the premises by third parties on the Owner's behalf does not constitute occupation or use of the Work by the Owner for purposes of this Article.

15.2. Occupancy of Substantially Completed Work. If the Owner wishes to occupy all or part of the Work that has been Substantially Completed it shall so notify the Contractor prior to the Substantial Completion Inspection, and the Owner shall annotate the Certificate of Substantial Completion to set out the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, operation of permanent equipment, and insurance. The Certificate of Substantial Completion shall be submitted to the Contractor for its written acceptance of the responsibilities assigned in such Certificate. The accepted Certificate shall not constitute a change in Contract Time which can only be modified by an agreed Change Order.

15.3. Use and Possession Prior to Completion. The Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, the Owner shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that the Owner intends to take possession of or use. However, failure of the Owner to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Owner's possession or use shall not be deemed an acceptance of any Work under the contract.

15.3.1. While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from the Owner's possession or use. If prior possession or use by the Owner delays the progress of the work or causes additional expense to the

Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

15.4. Non-waiver of Timely Completion. Early occupancy of any portion of the Work does not waive the Contractor's duty to complete the remaining Work within the Contract Time as specified by the Contract Documents or as subsequently modified by Change Order.

Article 16 - Contract Final Acceptance and Payment

16.1. Request for Final Payment. At any time following the completion of all work, including all substantial completion Punchlist items, cleanup, and the delivery of record documents, the Contractor shall submit a certified Application for Final Payment, including all sums held as retainage, to the Owner for review and approval.

16.2. Final Payment Documentation. The Contractor shall submit, prior to or with the Application for Final Payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, record documents and all other items required by the Contract Documents. The Contractor shall also submit Consent of Surety to Final Payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied. The Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Contract. The Owner is entitled to rely upon this affidavit; the Contractor may not submit a claim on behalf of a Subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

16.3. Offsets and Deductions: The Owner may deduct from the Final Payment all sums due from the Contractor for any reason, and may apply for such purpose, all deductions authorized by 13.5, Liquidated Damages, and any amounts previously withheld by the Owner for any purpose. If the Certificate of Final Completion notes any Work remaining incomplete or defects not remedied, the Owner may deduct the reasonable cost of remedying such deficiencies from the Final Payment. If such deductions are made, the Owner shall identify each deduction made and the reason therefore, and furnish the Contractor with an explanation of the deduction and the amount deducted on or by the 21st day after the Owner's receipt of an approved, or deemed approved Application for Final Payment.

16.4. Final Payment Due. Final Payment shall become due and payable by the Owner, subject to all allowable offsets and deductions, on the 31st day next following the Owner's approval of the Application for Payment. If the Contractor disputes any amount deducted by the Owner, the Contractor shall give notice of the dispute on or before the thirtieth day next following receipt of Final Payment; failure to do so will bar any subsequent claim for payment of amounts deducted.

16.5. Effect of Final Payment: Final Payment shall constitute a waiver of all claims by the Owner, relating to the condition of the Work except those arising from (1) faulty or defective Work appearing after Substantial Completion (latent defects); (2) failure of the Work to comply with the requirements of the Contract Documents; (3) terms of any warranties required by the Contract Documents or implied by law, and (4) claims arising from personal injury or property damage to third parties. Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the Owner prior to the application for Final Payment. Provided, however, that the Contract shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

Article 17 - Contract Warranty and Guarantee

17.1. Contractor's General Warranty and Guarantee. Contractor warrants to the Owner that all Work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract Documents, and to accept a reduction in the Contract Price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, however, the Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute and is not waived by any inspection or observation by the Owner, Architect/Engineer or others, by making any progress payment or final payment, except as provided in §16.6, by the use or occupancy of the Work or any portion thereof by the Owner, at any time, or by any repair or correction of such defect made by the Owner.

17.2. Warranty Period. Except as otherwise specified, the Contractor shall repair all defects in materials, equipment or workmanship appearing within two years from the date of Final Completion of the Work as a whole if such date establishes the beginning of the period of the Owner occupancy and/or use of the Work, otherwise this warranty begins upon final completion and acceptance of the Work. Upon receipt of written notice from the Owner or the facility user, normally represented by the Physical Plant of the component institution, of the discovery of any defects, the Contractor shall promptly and at its own cost remedy the defects and replace any property damaged there from and shall promptly provide written notice to both the Owner and the Physical Plant indicating action taken to resolve the defect. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor, after notice, fails to proceed promptly and remedy within 30 days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

17.3. Separate Warranties. Where a particular piece of equipment or component of the work for which a separate warranty is required under the Contract Documents is placed in continuous service before Substantial Completion, the date of service commencement shall be certified by the Owner and the Warranty Period for that equipment or component shall run from the date so certified. In addition to the Contractor's warranty and duty to repair, as set forth in §§17.1 and 17.2, the Contractor expressly assumes all warranty obligations required under the Contract Documents for specific building components, systems and equipment. The Contractor may satisfy any such obligation by obtaining and assigning to the Owner a complying warranty from a manufacturer, supplier, or subcontractor. Where an assigned warranty is tendered and accepted by the Owner which does not fully comply with the requirements of the Contract Documents, the Contractor shall remain liable to the Owner on all elements of the required warranty that are not provided by the assigned warranty.

17.4. Certification of No Asbestos Containing Materials or Work

17.4.1. The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

17.4.2. The Contractor shall provide at Substantial completion, a notarized certification to the Owner and the Architect that no asbestos containing materials or work was provided, installed, furnished or added to the project.

17.4.3. The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement.

17.4.4. The Contractor shall insure compliance with the following act – Asbestos Hazard Emergency Response Act (AHERA – 40 CFR 763-99 (7)) from all of his subcontractors and assigns as listed in item 17.4.3 above. All materials used on this project shall be certified as non-Asbestos Containing building Materials (ACBM).

17.4.5. The Contractor shall provide a notarized certification that no ACBM's were used in the project.

Article 18 - Intentionally Deleted

Article 19 - Concealed Site Conditions

19.1. The Contractor is responsible for having visited the Site and having ascertained pertinent local conditions such as utilities, location, accessibility, and general character of the Site or building, the character and extent of existing Work within and adjacent to the Site, and any other Work being performed thereon at the time of the submission of its proposal. Any failure to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the Owner.

19.2. If, in the performance of the Contract, subsurface, latent or concealed conditions at the Site are found to be materially different from the information included in the bid documents, or if unknown conditions of an unusual nature are discovered differing materially from the conditions usually inherent in Work of the character shown and specified, the Contractor shall notify the Owner in writing of such conditions before proceeding with the Work.

19.3. The Owner makes no representations as to the accuracy or completeness of the site information furnished to the Contractor by the Owner and does not expressly or implicitly warrant same and is not responsible for any interpretations or conclusions reached by the Contractor with respect thereto. It is Contractor's sole responsibility to verify to its own satisfaction all site information, including but not restricted to topographical data, borings, subsurface information, utilities and easements and to account for all reasonably anticipated costs in their proposal for construction. The Design Build Contractor shall not be liable for existing environmental conditions including but not limited to environmental impact issues not revealed by Geotechnical Investigation. All environmental remediation shall be by the Owner.

Article 20 - Changes

20.1. The scope of the Project will be set at the time the Guaranteed maximum price is established. The elements that make up the scope of the Project are:

20.1.1. Square footage of the Project;

20.2. Assumed occupancy of the various areas of the Project;

20.3. The quality of the Project;

20.3.1. Construction activity sequence and durations.
Any Change Order that changes any of the above elements will be considered a change in the scope of the Project and could result in a change in the Guaranteed Maximum Price and Construction Completion Date.

20.3.2. Refinement and detailing will be accomplished from time to time with respect to the Plans and Specifications. No adjustment in the Guaranteed Maximum Price or the Construction Completion Date shall be made therefore unless such refinement or detailing results in changes in the scope of the Project or the Plans and Specifications not reasonably foreseeable by a contractor of the Contractor's experience and expertise.

20.3.3. A Change Order is a written modification of the Contract between the Owner and the Contractor, signed by the Owner and the Contractor. A Change Order authorizes a change in the Scope of the Work or an adjustment in the Contract Sum or the Contract Time. Work performed under a Change Order is subject to all provisions of the Contract Documents. Change Order Requests may be initiated by the Owner or by the Contractor.

20.4. The Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes –

20.4.1. in the specifications (including drawings and designs);

20.4.2. in the method or manner of performance of the work;

20.4.3. in the facilities, equipment, materials, services, or site to be furnished by the Owner; or

20.4.4. directing acceleration in the performance of the work.

20.5. Any other written or oral order (which, as used in this paragraph 20.2, includes direction, instruction, interpretation, or determination) from the Owner that causes a change in the Contractor's obligations shall be treated as a change order under this clause; provided, that the Contractor gives the Owner written notice stating:

20.5.1. the date, circumstances, and source of the order and

20.5.2. that the Contractor regards the order as a change order.

20.6. Except as provided in this clause, no order, statement, or conduct of the Owner shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

20.7. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Owner shall make an equitable adjustment and modify the contract in writing. However, except for a "proposal for adjustment" (hereafter referred to as proposal) based on defective specifications, no proposal for any change under paragraph 20.2 above, shall be allowed for any costs incurred more than 5 days before the Contractor gives written notice as required.

20.8. The Contractor must submit any proposal under this clause within 21 days after (1) receipt of a written change order under paragraph 20.1 above, or (2) the furnishing of a written notice under paragraph (b), above, by submitting to the Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by the Owner. The proposal may be included in the notice under paragraph (b), above.

20.9. No adjustment under this clause shall be allowed if

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asserted after final payment under this contract.

20.10. The Owner's Contingency Allowance is controlled solely by the Owner. This contingency is not included in the Project Cost Limitation.

20.11. Expenditures from the Contractor Contingency Allowance (Design-Build Contractor's Contingency) must be made by Change Order approved by the Owner, which approval will not be unreasonably withheld. These expenditures do not alter the total Contract Price. Any unused portion of the Contingency Allowance will be deducted from the final payment.

20.12. All changes in the scope of the Work, the Contract Sum and/or the Contract Time shall be documented by a Change Order. Change Orders are the exclusive method for modifying the Contract Sum or Contract Time. Neither the Owner nor any other party may change the scope of the Work, the Contract Sum or the Contract Time by any method, expressed or implied, other than by a Change Order.

20.13. Any direction, instruction, interpretation, or determination from the Owner shall not be considered for a Change Order under this clause unless the Contractor gives the Owner written notice within fifteen (15) days requesting a change order and stating the date, circumstances, and source of the directive. Any notice by the Contractor shall be given prior to commencement of any work allegedly required by the Owner and deemed to be change order.

20.14. Agreed and Unilateral Change Orders. A Change Order may be either an Agreed Change Order or a Unilateral Change Order.

20.14.1. Agreed Change Orders. An Agreed Change Order is a Change Order jointly executed by the Owner and the Contractor, in which each agrees to all of the terms of the amendment. The execution of a Agreed Change Order by the Owner and the Contractor constitutes the full, final, and complete settlement of all claims with regard to the modifications contained in the Change Order

20.14.2. Unilateral Change Order. A Unilateral Change Order is a Change Order issued by the Owner without the agreement of the Contractor. The issuance of a Unilateral Change Order does not prejudice any of the Contractor's rights to relief otherwise available under the Contract Documents. The Contractor may preserve such rights by submitting to the Owner a written objection to the Unilateral Change Order setting forth in detail the reasons for its objections and the contract provisions on which the objection is based within 30 days of receipt of the Unilateral Change Order. If the Contractor does not submit a written objection within that time, Contractor shall be deemed to have accepted the terms of the Unilateral Change Order and waived all claims related to the Unilateral Change Order and the Unilateral Change Order shall have the full force and effect of an Agreed Change Order.

Article 21 - Administration of Change Order Requests

21.1. A single Change Order may be issued, adjusting both Contract Time and Contract Sum, where both arise from the same claim or request.

21.2. As soon as practical allowing for consultant review after receipt of any Change Order Proposal Evaluation submitted by the Contractor, the Owner shall respond either directly to the Contractor in writing or verbally at a project meeting the outcome of which is committed to the written record as to the Owner's response (1) accepting the Contractor's proposal, (2) rejecting the same, (3) initiating negotiations with the Contractor concerning the proposed cost adjustment, or (4) requesting additional information.

21.3. When agreement has been reached concerning the adjustment of cost, the Owner shall accept the Contractor's Change Order Proposal Evaluation, or any subsequently revised Change Order Proposal Evaluation issued pursuant to negotiation, by endorsing the Change Order Proposal Evaluation and returning it to the Contractor. A Change Order Proposal Evaluation that has been accepted is a Change Authorization. A Change Authorization is effective upon receipt and constitutes the Contractor's notice to proceed with the changed work, entitles the Contractor to adjust the cost of the Work in the approved Schedule of Values and on succeeding Pay Applications, as the changed Work is completed.

21.4. The Owner may, in writing, issue a notice to proceed for any portion of the Work in a Change Order for which final adjustment in Contract Sum and/or Contract Time has not been finalized. The Notice to Proceed letter may have a not-to-exceed cost amount for any or all portions of the Change Order. This amount is not to be exceeded without prior written approval by the Owner.

21.5. The Owner will authorize the Contractor to prepare a Change Order to include specific change items for which time and cost impacts have been agreed, and will state where the funding for the Change Order is derived.

21.6. When the Owner wishes to order changes in the Work, the Owner shall submit to the Contractor a Change Order Request consisting of a description of the request, including such Drawings and Specifications as are reasonably necessary to inform the Contractor of the nature of the change. This provision does not limit the Owner's right to order a unilateral change order as specified in Section 20.14.2.

21.7. When the Contractor considers that any written instruction or interpretation of the Contract Documents issued by the Owner constitutes a change in the Work affecting the Contract Sum, the Contractor shall so notify the Owner in writing as soon as possible, but not later than 15 days after receipt of the instruction or interpretation, and shall submit a Change Order Proposal Evaluation to the Owner as soon as possible thereafter, but not later than 30 days after issuance of the notice. The Contractor's failure to meet either of these time requirements shall constitute waiver of any and all claims related to such instruction, interpretation, or notice.

21.8. If the Contractor claims that additional cost or time is involved because of the occurrence of concealed conditions under Article 19, the Contractor shall give the Owner written notice of its intent to submit a claim and shall proceed immediately to document all increased costs or time delays actually incurred as a result. Such notice shall be given as soon as the Contractor becomes aware that such circumstances exist, but not later than 30 calendar days after the onset of the circumstance giving rise to the claim. This notice shall identify the circumstances giving rise to the additional cost or time delay, the elements of cost affected, and the claimed contractual basis for entitlement to relief. The Contractor shall certify that the claim is made in good faith and that the supporting data is current, accurate and complete to the best of its knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable. Failure to certify a claim will result in a determination that no claim has been filed. Such notices shall be accompanied by sufficient written evidence to document the occurrence of a an estimated cost impact, but the full amount of the claim need not be stated at the time the initial claim notice is given to the Owner. This notice shall include the following additional elements: (1) an analysis of the relevant contract provisions; (2) with description of the facts; and (3) the statement of why the particular facts warrant compensation under the terms of the contract. The Contractor and the Owner

recognize and agree that it is beneficial to each other to identify factors affecting the Contractor's cost of performance, and to take prompt action to control them. Therefore, it is agreed that the Contractor shall not be entitled to a cost adjustment unless the required notice is submitted timely and the Contractor hereby waives all claims for which such notice is not given.

21.9. Claims for adjustment of the Contract Sum based on the occurrence of concealed conditions shall be made in the format suitable to the Owner and submitted to the Owner no later than thirty (30) calendar days after the cessation of the circumstances giving rise to the claim. The submittal shall set forth the Contractor's proposed cost adjustment. Within thirty (30) days after completion of the work in question, the Contractor shall submit in writing to the Owner any additional elements of the claim such as supporting cost or pricing data; legal analysis, if appropriate; an expert's opinion, if appropriate; certification; and, if appropriate; formal request for decision, if appropriate. No such claim shall be valid unless these additional elements are so submitted, and the Contractor hereby waives all such invalid claims.

21.10. No claim shall be allowed for an adjustment under this or any other provision of the Contract if asserted after the Owner makes or tenders final payment under this contract.

Article 22 - Pricing Change Order Work

22.1. A change which involves either an increase or decrease to the GMP may be marked up or down for reasonable profit. However, General Conditions associated with the Change shall be separately itemized and justified.

22.2. Changes for additional work requested by the The Owner which is to be funded within either the Contractor's Contingency or the The Owner's Contingency may be marked up to cover the Contractor's profit, additional general conditions, bond, insurance, and all other costs directly attributable to performance of the change Work.

22.3. Changes for additional work requested by the Contractor, which is to be funded within the Contractor's Contingency; and which covers errors or omissions of the Contractor, shall cover the cost of the change Work only, without a mark up for the Contractor's profit on the work, and without any increase to cover actual increased costs for additional general conditions required as a result of the change Work.

22.4. Labor Costs

22.4.1. Labor costs consist of the total cost of all labor, including supervision up to the level of Project Superintendent, itemized to show man-hours by trade and classification, unburdened hourly rates, and total labor cost.

22.4.2. Labor Burden covers Social Security, Old Age Pension and/or other payroll taxes of like nature imposed by Local, State, or Federal Government upon the Subcontractor, or Contractor (when it performs the work).

22.5. Intentionally Deleted

Article 23 - Time Allotted for Performance; Construction Schedules

23.1. Contract Time will be measured from the date designated in the Notice to Proceed to the date specified for substantial completion by the Contract Documents, including any modification by Change Order

23.2. Work Progress Schedule. Within the period set forth by the Owner, the Contractor shall submitto the Owner, for review and acceptance, a proposed Progress Schedule for the Work. The schedule must be submitted electronically in PDF format and either .mpp (MS Project) or .xer (Primavera P6).The Progress Schedule shall show the dates for starting and completing the various component activities making up the Work, and the logical relationships between them, and shall be in a format and in sufficient detail to permit the Work to be competently managed and its progress monitored. Unless otherwise provided in the Special Conditions, the schedule should utilize the Critical Path Method. The Progress Schedule shall take account of the time required for the preparation and review of required Shop Drawings and submittals. If the Submittal Schedule is not fully integrated into the CPM Schedule, or if specifically required by the Special Conditions or elsewhere in the Contract Documents, the Contractor shall also submit a separate Submittal Schedule, correlated with the Progress Schedule that shows the dates the Contractor intends to make the required submittals.

23.2.1. Schedule Requirements. The Progress Schedule should be accurate and reliable representations of the progress of the Work to date, and of the Contractor's actual plans for its completion. The Progress Schedules shall be capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities. Submittal of a schedule, schedule revision or schedule update constitutes the Contractor's representation to the Owner that the Contractor will follow the schedule as submitted in performing all Work as yet not completed, and that all progress to date shown on the schedule is accurately depicted.

23.2.2. Schedule Updates. The Progress Schedule and Submittal Schedule (if required) shall be updated periodically to reflect progress to date, and current plans for completing the Work. The form and content of the updates, and the required update interval, shall be as specified in the Planning and Scheduling Specification Section and/or the Special Conditions. The updated Progress Schedule shall be submitted to the Owner for acceptance, and the Owner shall have no duty to make progress payments until the updated Progress Schedule has been timely submitted. The Contractor shall show the anticipated date of completion reflecting all extensions of time granted as of the date of the update. The Contractor may revise the Progress Schedule logic only with the Owner's concurrence when in the Contractor's judgment a schedule revision becomes necessary for the management of the Work. The Contractor shall submit any schedule revision to the Owner for acceptance before it is implemented.

23.2.3. Effect of Schedule Submittal. Submittal of the Progress Schedule, and successive updates or revisions, is for the information of the Owner, and to permit the coordination of their activities with those of the Contractor. The Owner shall accept or reject the submittal of a schedule within the same period allowed for review of other submittals. Acceptance of a schedule, schedule update or revision constitutes the Owner's agreement to coordinate its own activities with the Contractor's activities as shown on the schedule. Acceptance of a Progress Schedule, update or revision does not indicate the approval of the Contractor's proposed sequences and duration. Acceptance of a Progress Schedule update or revision indicating late completion does not constitute the Owner's consent to a late finish, or waive of either the Contractor's responsibility for timely completion, or the Owner's right to damages for the Contractor's failure to complete on time. The Contractor's scheduled dates for completion do not constitute a change in terms of the contract. The completion date(s) can only be modified by Change Order.

23.2.4. Completion of Work: The Contractor will be held to account for the Work being completed in the time that is stated in the Contract, or any extension thereof, granted by Change Order.

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23.2.5. If, in the judgment of the Owner, the work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress so as to insure timely completion of the entire work or a separable portion thereof, the Contractor, when so informed by the Owner, shall immediately take action to increase the rate of work placement.

23.2.6. The Contractor shall, within five (5) calendar days after being so informed, notify the Owner in writing of the specific measures taken and/or planned to increase the rate of progress together with an estimate as to when scheduled progress will be regained and an updated Work Progress Schedule illustrating the Contractor's plan for achieving timely completion of the project.

Article 24 - Modification of the Contract Time

24.1. Delays of and Extension of Time. When a delay defined herein as excusable prevents the Contractor from completing the Work within the Contract Time, the Contractor shall be entitled to an extension of time. The Contract Time shall be extended by the number of calendar days lost by reason of excusable delay, as measured by the Contractor's progress schedule (or current update). All extensions of time shall be given in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which consume only float without delaying the project completion date.

24.1.1. Time Extensions for Weather Days. A "Weather Day" is a day on which the Contractor's current schedule indicates Work is to be done, on which inclement weather and related Site conditions prevented the Contractor from performing seven continuous hours of Work between the hours of 7:00 AM and 6:00 PM. Weather days are excusable non-compensable delays. When weather conditions at the site prevent work from proceeding, the Contractor shall immediately notify the Owner. At the end of each calendar month, the Contractor shall submit to the Owner a list of Weather Days occurring in the month.

24.1.2. Under Article 23 herein, the Contractor is required to cover in its time allotted for performance, normal weather delay at the project site based upon experiencing weather consistent with the 30-year normal temperature and precipitation averages published by the National Weather Service for Lakeway, Texas. The Contractor shall be entitled to a non-compensable time extension for each day of delay which exceeds the weather delay in the Contractor's original schedule.

24.1.3. Non-Weather Excusable Non-Compensable Delay . The Contractor shall be entitled only to an extension of time for unforeseeable delays not within the control of or arising from the fault of either the Contractor or the Owner caused by: unusual delay in the delivery of materials, components or equipment to be incorporated into the work; strikes and labor disputes (but not the availability of adequately skilled labor, unless such impact is caused solely by the conduct of the Owner); physical damage to the work caused by circumstances beyond the control of the Contractor; war, civil unrest or insurrection; or other unforeseeable causes beyond the control of either the Contractor or the Owner.

24.1.4. Excusable Delay. The Contractor shall be entitled to an equitable adjustment of a time extension, issued via change order, for delays caused by: the failure of the Owner to take timely actions required under the Contract Documents, or to provide information required by the Contractor to proceed with the Work in a timely manner; detrimental or obstructive actions of separate Contractors employed by the Owner; failure of the Owner to provide access to the Site of the Work; failure of the Owner to provide materials which are to be furnished by the Owner under the Contract Documents, consistent with the Progress Schedule; concealed site conditions under Article 19; or changes in the work ordered by the Owner.

24.1.5. No Damages for Delay: Extension of time shall be the Contractor's sole remedy for delay unless such delay shall have been caused by acts constituting interference by the Owner with the Contractor's performance of the Work and to the extent such acts continue after Contractor's written notice to the Owner of such interference. The Owner's exercise of any of its rights under this Agreement, regardless of the extent or number of such changes, or the Owner's exercise of any of its remedies of suspension of work or requirement of correction of any defective work shall not be considered intentional interference with the Contractor's performance of the Work.

24.1.6. Suspension of Work for Cause. The Owner may, at any time without prior notice, suspend all or any part of the Work, if, in the Owner's sole discretion, it is considered reasonably necessary to do so to prevent or correct, any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed. The Owner shall give the Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work to be suspended. Upon receipt of such notice, the Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, the Owner shall initiate and complete an investigation of the circumstances giving rise to the suspension, and shall issue a written determination of their cause. The Contractor will not be entitled to an extension of time or compensation for delay resulting from a suspension if the Owner's investigation determines that the cause was within the control of the Contractor. If the cause is determined not to have been within the control of the Contractor, and the suspension prevents the Contractor from completing the Work within the Contract Time, the suspension is an Excusable Delay and a Time Extension shall be granted through a Change Order. Suspensions of work under this provision shall be no longer than is reasonably necessary to identify and remedy the conditions giving rise to the suspension.

24.1.7. Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable under the Contract Documents, the Contractor shall be entitled only to a time extension, and not to compensation, for the period of concurrent delay. When the completion of the Work is simultaneously delayed by an excusable delay and an excusable non-compensable delay, the Contractor shall be entitled to a time extension only as provided under § 24.1.3.

24.1.8. Except as expressly provided in this § 24.1, the Contractor shall not be entitled to an extension of the Contract Time, and shall bear all responsibility for financial risks which may accrue from various causes of delay in the construction progress.

24.2. Time Extension Requests. If the Contractor believes that the completion of the Work has been delayed by a circumstance designated as excusable under § 24.1, other than inclement weather, he shall give the Owner written notice, stating the nature of the delay and the activities potentially affected, within 30 calendar days after the onset of the event or circumstance giving rise to the excusable delay. Such claims should be accompanied by sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. Claims for extensions of time shall be stated in numbers of whole or half calendar days. All requests for extensions of time not submitted in connection with proposed costs for changed or added work must be made in writing within 30 calendar days after the cessation of the delay.

The Contractor and the Owner recognize and agree that it is beneficial to each to identify delays and make necessary schedule adjustments promptly, and that a Progress Schedule prepared and updated by the Contractor provides an effective tool for measuring and tracking the impact of delays. Therefore, it is agreed that no extension of time will be granted unless the required notice is submitted timely, the required Work Progress Schedule has been regularly updated and submitted as specified, and the notice includes sufficient documentation.

24.2.1. All Changes to the Contract Time made as a result of such claims shall be by Change Order, as provided under Article 20, Changes.

24.2.2. No extension of time shall release the Contractor or the Surety furnishing a performance or payment bond from any obligations under the contract or such a bond. Those obligations shall remain in full force until the discharge of the Contract

24.2.3. Contents of Time Extension Requests. Each Time Extension Request shall be accompanied by a quantitative demonstration of the impact of the delay on the current Progress Schedule. Time Extension Requests shall include a reasonably detailed narrative setting forth (1) the nature of the delay and its cause, (2) the basis of the Contractor's claim of entitlement to a time extension, (3) documentation of the actual impacts of the claimed delay on the Progress Schedule, and any concurrent delays, (4) description and documentation of steps taken by the Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Progress Schedule, and (5) such other information that the Contractor and/or the Owner considers necessary to justify the claim for an extension of time. No time extensions shall be granted for delays that do not affect the Project Schedule.

24.2.4. The Owner's Response. The Owner shall respond to the Time Extension Request by providing to the Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by the Contractor. Such an Extension of Time is effective on the date the Owner's notice is received by the Contractor, but a Change Order reflecting the Extension of Time shall be executed by the parties in accordance with Article 20. The Owner will respond to each properly submitted Time Extension Request within 15 calendar days following its submittal; if the Owner cannot reasonably make a determination about the Contractor's entitlement to a time extension within that time, the Owner shall so notify the Contractor in writing. Upon written agreement with the Contractor, the Owner shall then have not more than 30 additional calendar days to prepare a final response; provided, however, such final response may state that the prescribed time was inadequate to permit adequate investigation and evaluation by the Owner of the Contractor's request.

24.3. Failure to Complete Work Within the Contract Time. Time is of the essence of this Contract. The Contractor's failure to substantially complete the Work within the Contract Time or to achieve final completion as required will cause damage to the Owner. These damages shall be liquidated by agreement of the Contractor and the Owner, as set forth in the Contract Documents.

24.4. Collection of Liquidated Damages

24.4.1. If the Contractor fails to reach substantial completion by the date specified in the contract, or any extension, the Contractor shall pay to the Owner, as liquidated damages, the sum of $1,000 for each day of delay.

24.4.2. If the Owner terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with all items not covered in liquidated damages as specified in paragraph 24.4.2, and any increased costs occasioned the Owner in completing the work.

24.4.3. If the Owner does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

Article 25 - **Suspension and Termination of the Contract Prior to Completion**

25.1. Suspension of Work

25.1.1. The Owner may order the Contractor in writing to suspend all or any part of the work for such period of time as the Contracting Officer may determine to be appropriate for the convenience of the Owner.

25.1.2. If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Owner in the administration of this contract, or by its failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

25.1.3. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Owner in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

25.2. Default

25.2.1. If the Contractor refuses or fails after seven (7) days following receipt of written notice (i) to commence the work within the time required by this contract, (ii) to prosecute the work or any separable part with the diligence that will ensure its completion within the time specified in this contract, including any extension, (iii) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the work in an acceptable manner and without delay, (iv) to promptly pay its subcontractors, laborers, and material men, (v) to perform any of its other obligations under this contract, or (vi) to complete the work within the time specified in this contract ("events of default"), the Owner may, by written notice to the Contractor, terminate the right to proceed with the work (or any separable part of the work). In this event, the Owner may take over the work and complete it by contract or otherwise for the account of the defaulted contractor, and may take possession of and use any tools, materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Owner resulting from events of default, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in completing the work.

25.2.2. The Contractor's right to proceed shall not be

terminated because of delays nor the Contractor charged with damages under this clause, if :

25.2.2.1. the delay in completing the work arises from un-foreseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Owner in either its public or contractual capacity The Owner, (iii) acts of another Contractor in the performance of a contract with the Owner, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers); and

25.2.2.2. the Contractor, within 5 days from the beginning of any delay (unless extended by the Owner), notifies the Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of the delay. If, in the judgment of the Owner, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Owner shall be final and conclusive on the parties but subject to appeal under the Disputes Clause.

25.2.2.3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Owner.

25.2.2.4. The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

25.2.3. The Owner reserves the right to terminate at any time for any of the above listed causes. Failure to exercise the right to terminate in any instance or for any proper reason shall not be construed as waiver of the right to do so in any other instance or for any other proper reason.

25.2.4. The Owner shall give the Contractor and its Surety seven (7) days' prior written notice of its intent to terminate for any of the above reasons. If the Contractor or the Surety demonstrates, to the satisfaction of the Owner, that the condition or conditions upon which the notice of termination is based have been removed, corrected, or will not recur, then the Owner shall rescind the notice and the Contract shall continue unmodified, and the Contractor shall not be entitled an extension of time.

25.2.5. Should the Contractor or the surety fail to so demonstrate within seven (7) days following receipt of such notice, or fail to satisfy the Owner that the condition or conditions upon which the notice of termination is based have been removed, corrected, or will not recur, the Owner may arrange for completion of the Work and deduct the cost thereof from the unpaid Contract sum remaining, including all The Owner contract administrative costs made necessary by such default or neglect, in which event no further payment shall then be made by the Owner until all costs of completing the Work shall have been paid. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his surety shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. The Owner reserves the right, where the Contract is terminated for cause, to take assignment of any and all contracts between the Contractor and its Subcontractors, vendors and suppliers, and the Owner shall promptly notify the Contractor of the contracts the Owner elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

25.3. Termination for Convenience of the Owner. The Owner may, whenever the interests of the Owner so require, terminate this contract, in whole or in part, for the convenience of the Owner. The Owner shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

25.3.1. The Contractor shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Owner may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Owner. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

25.3.2. The Owner may require the Contractor to transfer title and deliver to the Owner in the manner and to the extent directed by the Owner: (i) the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Owner. The Contractor shall, upon direction of the Owner, protect and preserve property in the possession of the Contractor in which the Owner has an interest. If the Owner does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials.

25.3.3. If the parties are unable to agree on the amount of a termination settlement, the Owner shall pay the Contractor the following amounts:

25.3.3.1. For contract work performed before the effective date of termination, the total (without duplication of any items) of:–

25.3.3.1.1 the cost of work completed up to the date of termination;

25.3.3.1.2 the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (i), above; and

25.3.3.1.3 a sum, as profit on 25.3.3.1.1, above, determined by the Owner to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Owner shall allow no profit under this subparagraph and shall reduce the settlement to reflect the indicated rate of loss.

25.3.3.2. The reasonable costs of settlement of the work terminated, including –

25.3.3.2.1 accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

25.3.3.2.2 the termination and settlement of subcontracts (excluding the amounts of such settlements); and

25.3.3.2.3 storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

25.4. Termination by Contractor. The Contractor may, upon thirty (30) additional days written notice to the Owner, terminate the contract for the Owner's failure to pay material amounts due the Contractor for a written notice more than 30 days after receipt of a valid invoice which must include all documentation required by the contract.

25.5. Settlement on Termination. When the Contract is terminated for any reason, the Contractor shall, at any time prior to 180 days of the effective date of termination, submit a final termination settlement proposal to the Owner based upon recoverable costs as provided under §§25.1, 25.2 or 25.3. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.

Article 26 - Disputes

26.1. Mediation. Notwithstanding Section 3.3.2 above, any claim, dispute, or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

26.1.1. The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties hereto mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of thirty (30) days from the date of filing, unless stayed for a longer period by agreement of the parties hereto or court order.

26.1.2. The parties hereto agree to split the mediator's fee and any filing fees equally. The mediation shall be held in Hidalgo County, Texas, unless another location is mutually agreed upon. Written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

26.2. Intentionally Deleted.

26.3. Notwithstanding the foregoing, the provisions of **this Section** shall not apply to an action for injunctive relief or a writ of mandamus filed in connection with this Contract.

Article 27 - Miscellaneous

27.1. Order of Precedence. In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Special Solicitation Instructions and Conditions; (c) Solicitation Instructions and Conditions; (d) Special Provisions; (e) General Provisions; (f) other provisions of the contract whether incorporated by reference or otherwise; and (g) the specifications or statement of work, (h) plans or drawings

27.2. Written Notice. Written notice shall be considered to have been duly given if the document is delivered in person to the designated representative of the Contractor or the Owner for whom it is intended, if delivered at or sent by registered or certified mail to the last business address of the designated representative known to one who gives the notice, or transmitted by fax machine to the last known business fax number of the designated representative, with a receipt retained to prove delivery. Notice is deemed effective when given rather than when received, however notice by mail is not effective until three (3) days after the date of mailing and notice by fax is not effective until the next business day after faxing.

27.3. Federally Funded Projects. If this project is federally funded, the Special Conditions will indicate that fact and will contain any modifications of these General Conditions required as a condition of obtaining federal funding.

27.4. Computation of Time. In computing any time period set forth in this Contract, the first day of the period shall not be included, but the last day shall be.

27.5. Survival of Obligations. All representations, indemnifications, warranties and guarantees made in accordance with the Contract Documents will survive final payment, completion and acceptance of the Work, as well as termination for any reason. All duties imposed upon the Contractor by reason of termination, including without limitation the duty to assign subcontracts and contracts with vendors and suppliers, shall likewise survive the termination of the Contract.

27.6. No Waiver of Performance. The failure of either party in any instance to insist on the performance of any of the terms, covenants or conditions of the Contract Documents, or to exercise any of the rights granted there under, shall not be construed as waiver of any such term, covenant, condition or right with respect to further performance.

27.7. Governing Law. The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract (including contract formation issues and procurement protests), then federal common law, including the law developed by Federal Boards of Contract Appeals, the United States Court of Federal Claims, the Court of Appeals for the Federal Circuit, and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Hidalgo County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired

27.8. Captions and Catchlines. The captions and catchlines used throughout the General and Supplemental General Conditions are for ease of reference only and have no effect on the meaning of the terms and conditions set forth herein.

27.9. Independent Contractor Status. The Contract Documents create an independent Contractor relationship between the Owner and Contractor and neither party's employees or Contractors shall be considered employees, Contractors, partners or agents of the other party.

27.10. No third party beneficiaries. Except for the provisions in Section 7.3.10, the parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right of benefit by, such third party under these Contract Documents from either the Owner or Contractor.

27.11. Entire Agreement. These Contract Documents supercede in full all prior discussions and agreements (oral and

written) between the parties relating to the subject matter hereof and constitutes the entire agreement.

27.12. Assignment. The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the prior written consent of the Owner.

27.13. Severability. If any provision, sentence, clause or article of this Contract is found to be invalid or unenforceable for any reason, the remaining provisions shall continue in effect as is the invalid or unenforceable provision were not in the Contract. All provisions, sentences, clauses and articles of this Contract are severable for this purpose.

27.14. Parties Bound. Execution of this Contract by each party binds the entity represented as well as its employees, agents, successors and assigns to its faithful performance.

27.15. Intentionally Deleted

27.16. Intentionally Deleted

27.17. The Owner's Right to Carry Out the Work - If the Contractor fails or refuses to carry out all or any part of the work in accordance with the contract requirements or within the contract schedule and fails or refuses to correct such deficiency within seven days of receipt of written notice thereof from the Owner, the Owner, in its sole discretion and without waiving any other rights it may have, may elect to correct such deficiencies and charge the Contractor the cost of such corrections. Nothing in this clause shall relieve the Contractor of its obligation to perform the remainder of the work in accordance with the contract, nor preclude the Contractor from having the right to exercise the remedies described in this Contract.

END OF DOCUMENT

Initials _____

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[CATAMOUNT CONSTRUCTORS] RESPONSE DOCUMENT REPORT

RFQ No. 2025-002

Downtown Parking Garage Design-Build Services

RESPONSE DEADLINE: January 28, 2025 at 3:00 pm

Report Generated: Tuesday, January 28, 2025

Catamount Constructors Response

CONTACT INFORMATION

Company:
Catamount Constructors

Email:
sonia.carrasco@catamountinc.com

Contact:
SONIA CARRASCO

Address:
15510 Vance Jackson Road
Building 2, Ste. 100
San Antonio, TX 78249

Phone:
(210) 277-8907

Website:
N/A

Submission Date:
Jan 28, 2025 2:33 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

COEdinburg_PrkgGarage012825FINAL.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI_2024.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CONFLICT_OF_INTEREST.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE REVIEW THE ATTACHED SAMPLE CONTRACT AGREEMENT
Please download and review the attached document.

- Sample_Agreement.pdf

No response submitted

DOES YOUR ORGANIZATION HAVE ANY OBJECTIONS TO THE DRAFT DESIGN-BUILD AGREEMENT LANGUAGE OR STRUCTURE BETWEEN THE CONTRACTOR AND THE CITY OF EDINBURG INCLUDED IN QUESTION 4.10. OF THIS SOLICITATION? *
Yes

TO FACILITATE AN EXPEDITED NEGOTIATION PROCESS PLEASE PROVIDE COMMENTS RELATED TO OBJECTIONABLE LANGUAGE IF THE ANSWER TO THE ABOVE QUESTION IS YES.*
Mutual waiver of consequential damages (Agreement §22.13). Proposed language of fourth paragraph: “This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with any provision of the Contract Document. Nothing contained in this Section 22.13 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents. The waiver of consequential damages contemplated by this Section 22.13 shall not apply to damages resulting from (i) claims for personal injury or damage to the property of third parties for which the Contractor owes indemnity under Section 7.7.15 of the General Conditions; or (ii) claims that arise or result from fraudulent acts or willful misconduct of Design-Build Contractor or its employees.” *Limitation of liability (Agreement

§22.14). Delete the fourth paragraph (re: insurance proceeds) – the second paragraph (re: indemnity) should be sufficient. *Indemnity (Exhibit B 1 §7.7.15). Needs to be aligned with AIA A201 §3.18.1. Proposed language: "Contractor covenants and agrees to fully indemnify and hold harmless the Owner and Owner's agents and employees from and against third-party claims, costs, damages, losses, expenses, fees, fines, penalties, demands, and causes of action, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is also caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights, defenses, or obligations of indemnity that would otherwise exist as to a party or person described in this Section 7.7.15." *Trenching indemnity (Exhibit B 1 §9.7.2). No – the indemnity owed under §7.7.15 is sufficient; Catamount will undertake separate or additional indemnity just because the accident occurs in a trench. Bottom line – if we are not negligent, we will not indemnify. *Contractor's remedy for delay (Exhibit B 1 Article 24 – focus on §24.1 and sub§s thereunder). Catamount would like to negotiate time and general condition costs associated with delays outside of our control. *Liquidated damages (Exhibit B 1 §24.4). Catamount would like to negotiate a reasonable grace period and a reasonable cap on liquidated damages. Please delete §24.4.2. Please delete §24.4.3. *Proof of financing (not in contract documents). Catamount requests to negotiate a provision analogous to AIA A141 §7.2.7. Proposed language: "Prior to the execution of any Design-Build Amendment, Owner shall furnish to the Design-Build Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract Document and the Design-Build Contractor's Proposal. This evidence may include verified and notarized affidavits from the City Controller (or equivalent) averring that the City budget includes sums requisitioned for the subject project. Thereafter, the Design-Build Contractor may only request such evidence if (1) the Owner fails to make payments to the Design-Build Contractor as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Build Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. If commencement of the Work is delayed by virtue of delay in the Owner's provision of evidence of financial arrangements, (i) the Contract Time (and any derivative benchmarks or milestones (e.g., Substantial Completion)) shall be extended appropriately; and (ii) if Design-Build Contractor has already mobilized to the Site, Design-Build Contractor shall be entitled to a Change Order equitably reflecting the increase in Design-Build Contractor's General Conditions costs. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Build Contractor."



REQUEST FOR QUALIFICATION 2025 – 002
DOWNTOWN PARKING GARAGE DESIGN-BUILD SERVICES

CITY OF EDINBURG
415 W. UNIVERSITY DRIVE
EDINBURG, TX 78541

JANUARY 28, 2025 | 3:00 PM CST

CATAMOUNT
CONSTRUCTORS INCORPORATED

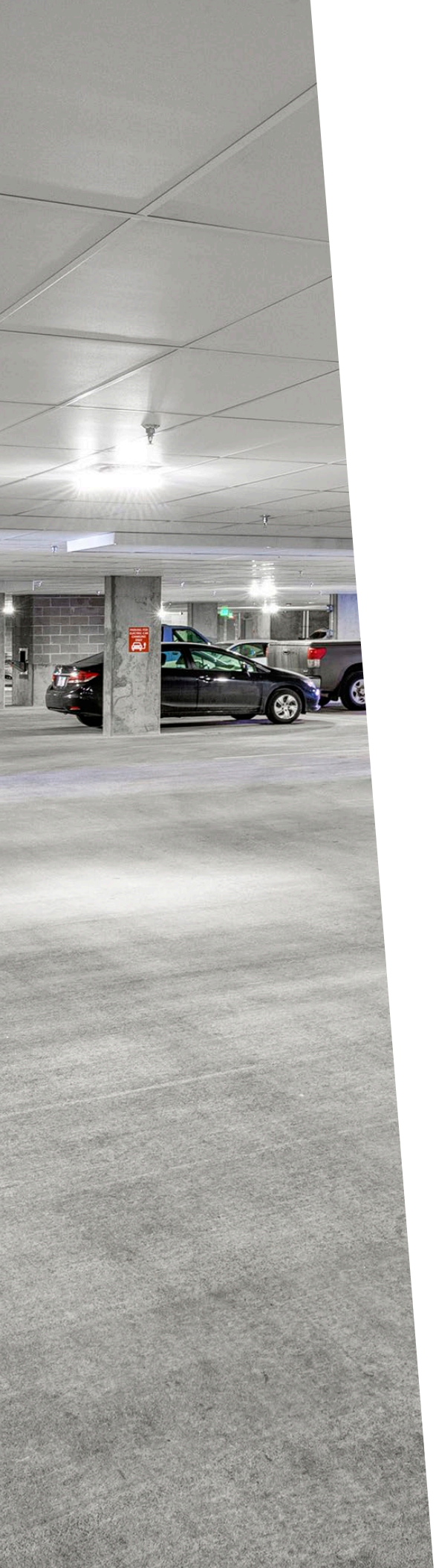


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TAB 3 – CRITERION:
The respondent's demonstrated technical and management competence with design/build projects.

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The respondent's knowledge of current construction methods and technology.

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The respondent's knowledge of innovative design or construction methods including Sustainable Concepts.

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TAB 8 – CRITERION:
The demonstrated ability of the respondent to meet budgets and schedules on past projects.

TAB 9 – CRITERION:
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A. Signed and Completed Execution of Offer (ref. Section 5)

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1. Bonding Agent Letter (ref. paragraphs 3.3)

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TAB 10 – CRITERION:
Miscellaneous Forms / Exhibits / Addenda

1

1.0 CRITERION:
THE RESPONDENT'S CAPABILITY TO PERFORM THE DESIGN-BUILD SERVICES FOR THE PROJECT, INCLUDING RESPONDENT'S DEMONSTRATED CAPABILITY AND FINANCIAL RESOURCES TO PERFORM THE WORK WITHIN THE TIME AND BUDGET PROJECTED

CATAMOUNT
CONSTRUCTORS INCORPORATED

1.0 CRITERION:
The respondent's capability to perform the design-build services for the City of Edinburg Downtown Parking Garage, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected:

Respondents are requested to submit a complete response to each of the below listed items. Responses should state the criterion at the beginning of the first page of each tabbed Section followed by a brief and concise response. Please reference each response by its criterion number indicated below.

1.0 ***CRITERION: The respondent's capability to perform the design-build services for the City of Edinburg Downtown Parking Garage, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected:***

1.1 Legal name of the company: Catamount Constructors, Inc.

Address of office that would be providing service:

15510 Vance Jackson Road, Bldg. 2, Ste. 100

San Antonio, TX 78249

Number of years in Business: 27

Type of Operation:
Individual: _____ Partnership: _____ Corporation: X Government: _____

Number of Employees: 345+

Annual Construction Volume: $777.4 MM

1.0 CRITERION:

The respondent's capability to perform the design-build services for the City of Edinburg Downtown Parking Garage, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected:

1.2 Provide a copy of your company's financial statements for the past three (3) years. This information may be provided as confidential for City's exclusive use only.

plante moran

Plante & Moran, PLLC
1321 Oakridge Drive
Fort Collins, CO 80525
Tel: 970.282.5400
Fax: 970.282.5499
plantemoran.com

Independent Auditor's Report

To the Board of Directors
Catamount Constructors, Inc. and Subsidiaries

Opinion

We have audited the consolidated financial statements of Catamount Constructors, Inc. and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2023 and 2022 and the related consolidated statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audits of the Consolidated Financial Statements* section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audits of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that audits conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

To the Board of Directors
Catamount Constructors, Inc. and Subsidiaries

In performing audits in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

Plante & Moran, PLLC

April 30, 2024

Catamount Constructors, Inc. and Subsidiaries

Consolidated Balance Sheet

December 31, 2023 and 2022

	2023	2022
Assets		
Current Assets		
Cash and cash equivalents	$ 58,495,111	$ 39,227,928
Contracts receivable	115,843,057	124,288,770
Contract assets:		
Costs and estimated earnings in excess of billings on uncompleted contracts	6,943,773	4,453,170
Contracts retainage	78,791,130	68,165,696
Accounts receivable - Other	46,540	46,540
Contract cost assets	2,427,848	3,455,476
Prepaid expenses and other current assets	7,774,215	6,769,573
Total current assets	270,321,674	246,407,153
Operating Lease Right-of-use Assets - Net	2,987,914	3,214,584
Property and Equipment - Net	3,558,787	4,251,664
Other Long-term Assets	100,494	-
Cash Surrender Value of Life Insurance	498,108	457,222
Total assets	**$ 277,466,977**	**$ 254,330,623**
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable:		
Accounts payable	$ 139,475,727	$ 117,174,226
Accounts payable - Retainage	56,168,617	45,103,235
Current portion of long-term debt	2,924,234	2,924,234
Current portion of operating lease liability	1,480,145	1,220,969
Billings in excess of costs and estimated earnings on uncompleted contracts	23,597,827	23,060,608
Current portion of stock appreciation rights liability	981,262	2,892,436
Accrued liabilities	9,139,864	10,705,757
Total current liabilities	233,767,676	203,081,465
Long-term Debt - Net of current portion	4,079,606	9,503,762
Operating Lease Liability - Net of current portion	3,255,223	4,107,483
Long-term Liabilities		
Stock appreciation rights liability - Net of current portion	158,695	1,276,008
Other long-term liabilities	407,632	186,405
Total liabilities	241,668,832	218,155,123
Stockholder's Equity		
Common stock, $0.001 par value; 1,000,000 shares authorized, issued, and outstanding	1,000	1,000
Unearned ESOP shares	(19,931,063)	(20,798,108)
Additional paid-in capital	6,774,622	4,424,263
Retained earnings	48,953,586	52,548,345
Total stockholder's equity	35,798,145	36,175,500
Total liabilities and stockholder's equity	**$ 277,466,977**	**$ 254,330,623**

See notes to consolidated financial statements. 3

Catamount Constructors, Inc. and Subsidiaries

Consolidated Balance Sheet

December 31, 2022 and 2021

	2022	2021
Assets		
Current Assets		
Cash and cash equivalents	$ 39,227,928	$ 52,170,633
Contracts receivable	124,288,770	128,752,209
Contract assets:		
Costs and estimated earnings in excess of billings on uncompleted contracts	4,453,170	5,471,428
Contracts retainage	68,165,696	42,974,969
Contract cost assets	3,455,476	2,399,032
Accounts receivable - Other	46,540	46,540
Prepaid expenses and other current assets	6,769,573	3,722,044
Total current assets	246,407,153	235,536,855
Operating Lease Right-of-use Assets - Net	3,214,584	-
Property and Equipment - Net	4,251,664	1,259,377
Cash Surrender Value of Life Insurance	457,222	594,904
Total assets	**$ 254,330,623**	**$ 237,391,136**
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable:		
Accounts payable	$ 117,174,226	$ 122,609,231
Accounts payable - Retainage	45,103,235	38,073,595
Current portion of long-term debt	2,924,234	2,193,175
Current portion of operating lease liability	1,220,969	-
Billings in excess of costs and estimated earnings on uncompleted contracts	23,060,608	30,275,589
Current portion of stock appreciation rights liability	2,892,436	2,842,022
Accrued liabilities	10,705,757	10,728,689
Total current liabilities	203,081,465	206,722,301
Long-term Debt - Net of current portion	9,503,762	12,427,996
Operating Lease Liability - Net of current portion	4,107,483	-
Long-term Liabilities		
Stock appreciation rights liability - Net of current portion	1,276,008	3,397,650
Other long-term liabilities	186,405	723,336
Total liabilities	218,155,123	223,271,283
Stockholder's Equity		
Common stock, $0.001 par value; 1,000,000 shares authorized, 1,000,000 shares issued and outstanding	1,000	1,000
Unearned ESOP shares	(20,798,108)	(21,665,153)
Additional paid-in capital	4,424,263	1,942,848
Retained earnings	52,548,345	33,841,158
Total stockholder's equity	36,175,500	14,119,853
Total liabilities and stockholder's equity	**$ 254,330,623**	**$ 237,391,136**

See notes to consolidated financial statements. 3

1.0 CRITERION:
The respondent's capability to perform the design-build services for the City of Edinburg Downtown Parking Garage, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected:

1.3 Provide a financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.

Catamount will provide this information upon award of the project. Audited Financials can be provided from our CFO upon request. Please contact Paul Crandall, CFO at paul.crandall@catamountinc.com.

1.4 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

No, Catamount is not for sale or involved in any transaction to expand or to become acquired by another business entity.

1.5 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the City.

Catamount seeks collaborative relationships with our clients, our subcontractors, and our other business partners. As with any contractor of Catamount's size and geographic scope, however, we occasionally run into business or payment disputes with clients, subcontractors, suppliers, etc., and we occasionally have to bond off a mechanic's lien. When a client fails to issue final payment or release retention, we occasionally have to chase them to recover what we are owed; when a sub is terminated, we occasionally have to pursue that sub for the cost of supplementation or rework, and we occasionally have to defend against a lawsuit from that sub seeking payment to which they are not entitled. Finally, like all general contractors of our size operating in a litigious society, once in a blue moon we have a dissatisfied customer who initiates a construction defect action.

Currently, Catamount is defending a CD action following the partial collapse of a retaining wall built by lower-tier subcontractors; we recently were forced to pursue a client for release of approximately $320k in wrongfully-withheld retention (and violation of the state's prompt payment laws); we were named in an action by a subcontractor arising out of a canceled project; we are engaged in a handful of lawsuits and counterclaims with subcontractors who underperformed (or, in some cases abandoned) their work on projects, but sued us anyway; and we are defending two workers compensation 'action-over' actions brought by subcontractor employees who were injured by the negligence of the subcontractor or a third-party. We always seek to be proactive in resolving these types of disputes, and we view litigation as a last resort. Should you have any follow-up questions, please feel free to contact our in-house counsel **(Tripp.Dunn@CatamountInc.com).**

Currently, Catamount is engaged in the following:

Bontrager Mechanical, LLC v. Catamount Constructors, Inc. (x2)
Franklin County Court of Common Pleas (OH) (subcontractor payment dispute)

Roof Structures, Inc. v. Catamount Constructors, Inc.
Sacramento County Superior Court (CA) (supplier payment dispute)

Karlsruher, Inc. v. Catamount Constructors, Inc.
El Paso County Court (TX) (subcontractor payment/backcharge dispute)

Ferguson Enterprises, LLC v. GUR Services, LLC, et al.
Harris County District Court (TX) (subcontractor payment/backcharge dispute)

Beltway Logistics, LLC v. Catamount Constructors, Inc., et al.
Mecklenburg County Court (NC) (construction defect (sub) / indemnity)

Catamount Constructors, Inc. v. Bedrock Excavating Corp., et al.
Jefferson County District Court (CO) (subcontractor payment/backcharge dispute)

Diversified Masonry, LLC v. Catamount Constructors, Inc., et al.
Jefferson County District Court (CO) (subcontractor payment/backcharge dispute)

Diversified Masonry, LLC v. Catamount Constructors, Inc., et al.
Denver County District Court (CO) (subcontractor payment/backcharge dispute)

1.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

No.

1.7 Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any City employee or member of the City Council? If yes, please explain.

No.

1.8 What difficulties do you anticipate in serving the City and how do you plan to manage these? What assistance will you require from the City?

Catamount has extensive experience in municipal projects, in which the owner has been supported by a third-party owner's representative. Some of the projects we have worked in this structure were Design Build projects, and others were Design – Bid – Build projects – however, the interface with the Owner's Representative is very similar in both contract structures. Communication is the critical attribute that makes this relationship effective. By keeping the Owner's Representative apprised of design and construction progress, project challenges, and bringing the team together to solve for the optimal outcome – we have found great success in these types of relationships. We understand that The City of Edinburg and Brownstone Consultants play a key role in design intent & concept, master planning, and true functionality of the improvement. We welcome the opportunity to coordinate with our Owner's Representative to achieve the big picture goals of the end users. We have worked with many Owner's Representative companies across the country, including Cresa – Real Estate Company, AGCM – Professional Project Management Firm, Cushman Wakefeld, JLL – Jones Lang Lasalle – Commercial Real Estate, and Pritchard & Associates, and others. MCC Construction was a federal contractor which Catamount had partial ownership within, and MCC Construction eventually was acquired by Catamount Constructors, Inc. During this time MCC Construction was involved in many federal pursuits, both Design Build, and Design-Bid-Build in nature – within the Southwest Region MATOC, and other MATOC contracts. MCC Construction/Catamount has worked with the GSA, US Fish and Wildlife Service, National Park Service, and other government entities. Through these D/B and Design-Bid-Build pursuits, awards, construction and project close-out, Catamount has delivered numerous successful projects working alongside Government Entities and Third-party Representatives.

1.9 Provide details regarding any special services or product characteristics, other benefits offered, or advantages to the City in selecting your company.

We understand that there are many competent General Contractors that are qualified to build construction projects. We also know that competition in the construction industry is ever changing, with increasing intensity year after year. So, how does a General Contractor stand out amongst the field of qualified builders? We believe at Catamount that RESPONSIVENESS in communication is the key to successful projects, client experiences, and overall relationships. We have found through our project experiences that what our clients desire the most is to be informed, understand the challenges and solutions, and to participate in the project experience. We set expectations with our employees around timely communication – both internally and externally (within hours) of emails, phone calls, and texts. To assist with verbal communication, we publish Weekly Project Updates, which is an 8-10 page document that provides a snap-shot of job progress and percent (%) complete, open issues, RFIs, site photos, contact info for stakeholders, etc. At-a-glance, our stakeholders are able to know exactly where we are within the construction process and find this tool very helpful week by week.

In 2019, Catamount Constructors Inc., converted to being a 100% Employee-Owned Company. Catamount has always had a great culture, strong leadership and the technical staff to build our projects, however, this greatly improved once we converted to an ESOP (Employee Stock Ownership Program) organization. What we do, how we do it, and the impacts of those project decisions day-to-day, affects everyone in the organization. It has truly fostered a greater sense of unity, strength in team, and a commitment to excellence within our organization. We understand that our company's long-term success is dependent on best-in-class performance at the project level, unmatched communications with project stakeholders, and building and growing relationships. We take care of our clients and stakeholders, the rest takes care of itself!

1.10 A statement certifying that the respondent is not in arrears in payment of any obligations to the City or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

Catamount is not in arrears in payment of any obligations to the City or any other governmental entity.

2

2.0 CRITERION:
THE QUALIFICATIONS AND EXPERIENCE OF THE TEAM MEMBERS PROPOSED TO MANAGE THE PROJECT FOR RESPONDENT

CATAMOUNT
CONSTRUCTORS INCORPORATED

2.0 CRITERION:
The qualifications and experience of the team members proposed to manage the Edinburg Downtown Parking Garage for the City:

2.1 Describe organization with clear lines of authority and communications.

Catamount has been in the business of construction under its current capacity for over 27 years and has been in business under its present name for over 27 years. Catamount has not operated under any other names.

Form of Business Organization:	Corporation
Date of Incorporation:	February 25, 1997
State of Incorporation:	Colorado
CEO's Name:	Tom Seaman
	James Benning
Vice-President's Name(s):	Scott A. Reynolds
	Paul Crandall
	John Lichtenwalter
Secretary's Name:	Tom Seaman
Treasurer's Name:	Paul Crandall

Your main point of contact for the The City of Edinburg - Downtown Parking Garage will be:

Michael Dixon, Vice President - San Antonio
15510 Vance Jackson Road, Building 2, Suite 100
San Antonio, TX 78249
michael.dixon@catamountinc.com
t 210.277.8907 | f 210.829.0811

2.2 Provide an organization chart depicting roles and responsibilities.

Please find the Design-Build Team organization chart on page 15.

2.3 Name all key personnel who will be part of the design-build team for the Project and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company. Describe in detail the experience and expertise of each team member. (Note: Key personnel must be committed to the Project for its duration unless excused by the City.)

DESIGN-BUILD TEAM

The Catamount | Halff | TWG | WGI Design-Build Team is committed to the success of the City of Edinburg - Downtown Parking Garage project, located in Edinburg, Texas. We have organized a team of professionals that are passionate about your project and have the drive to ensure that the experience is a great one. Catamount Constructors, Inc. (Catamount), Halff (Halff), The Warren Group Architects, Inc., (TWG) and WGI (WGI), have over 100 years of combined experience. Together, our strong Design-Build Team will successfully design and build the City of Edinburg - Downtown Parking Garage.

CATAMOUNT CONSTRUCTORS, INC.

As a successful commercial general contractor and construction management company for over 27 years, it stands to reason that Catamount has a strong commitment to building quality projects.

Catamount Constructors, Inc., was established in 1997 in Denver, Colorado as a corporation. The firm has not operated under any former names.

Catamount has built over 100 design-build projects across the country, and has built over 375 projects in Texas, and over 35 just in the South Texas area, ranging from federal facilities to industrial warehouses, business parks, and distribution centers. Please find Catamount's project sheets beginning on page 38.

The Catamount team will consist of Michael Dixon, Vice President - San Antonio. Michael will be your primary point of contact for the project. Chuck Landry will be acting as the Senior Project Manager; Raul Sandoval will be acting as the Project Engineer; Damian Janak will be acting as the Superintendent; Yessenia Pedraza will be acting as the Lead Project Coordinator. Please find their resumes beginning on page 16.

All Catamount personnel proposed in this submittal have held the specified roles within other design-build projects and align with the skill-sets for project roles based on their previous experience and are committed to the City of Edinburg - Downtown Parking Garage project.

HALFF (CIVIL AND STRUCTURAL ENGINEER, MEP)

Halff is a full-service infrastructure consulting firm designed, engineered, planned, constructed – and purposed – for people. For 75 years, we've been creating smart solutions that improve lives and communities by turning ideas into reality. The firm provides services throughout the Southeast from 34 offices in Texas, Arkansas, Oklahoma, Louisiana and Florida. The firm's staff of 1,500 includes engineers, planners, scientists, and surveyors. Halff is ranked #87 in Engineering News-Record magazine's list of the top 500 design firms in the United States.

The firm was founded in Dallas in 1950 by Albert H. Halff, PhD-Eng., PE. Today, Halff preserves his legacy of integrity, dedication to client service, and commitment to quality. Halff develops smarter solutions for a variety of market sectors. No matter the size or scope of the project, every one of our solutions is designed with a single purpose: our client's success.

Halff has completed numerous successful projects from South Padre Island to Rio Grande City. More importantly, in the past 32 years, Halff has become an integral part of the Rio Grande Valley community.

Halff's McAllen office has successfully completed several landmark projects in the area including work with local entities such as Cameron County, Hidalgo County, and Hidalgo County Drainage District No. 1 as well as various municipalities including, but not limited to, the City of Edinburg, City of McAllen, City of Mission, City of Pharr, City of Weslaco, City of Alton, and Rio Grande City.

Halff will perform the work for the proposed project from our McAllen office, which has been serving the local area since 1993. The address for the McAllen office is shown below, along with Halff's headquarters office.

Because our project office is located in McAllen, the Halff team is ready and able to meet with City staff regarding any issues for this project, both during design and construction. Halff has held several contracts for various services with the City of Edinburg and looks forward to continuing this successful and mutually beneficial relationship with the City. Please find Halff's project sheets beginning on page 40.

THE WARREN GROUP ARCHITECTS, INC. (TWG) (ARCHITECT)

The Warren Group Architects, Inc., (TWG) was established in 2004 in McAllen, Texas. Over the years, the firm has grown successfully and expanded its services across the United States. It is a multiple award-winning, service-oriented firm that provides architectural, planning, interior design, and project management services. Please find TWG's project sheets beginning on page 43.

WGI (LANDSCAPE ARCHITECT, WAYFINDING SIGNAGE, PARKING CONSULTANT)

Founded in 1972 to provide comprehensive infrastructure services, we have since diversified into a firm offering Tomorrow's Infrastructure Solutions, Today. WGI currently employs 552 highly skilled and experienced professionals committed to excellence and unsurpassed service to our clients. With our depth of staff, we are able to provide our clients with the most competent and efficient service available. The size of our staff resources allows us to maximize staff allocations, provide backup staff if warranted, and typically exceed project milestones. WGI will leverage a wealth of available resources throughout the firm, both locally to this contract and nationally.

Our parking origins date back to 1983. Today, our team offers a substantial range of parking solutions, including structural engineering and functional design, feasibility and financial studies, architecture, design-build, restoration and preservation, technical assessment, operational and management studies, and master planning.

WGI specializes in the creative planning and design of sustainable parking structures, supported by the rapidly changing automation technology transforming its marketplace. Our diverse portfolio of work includes innovative outcomes for international airports, universities, municipalities, hospitals, sporting arenas, shopping and urban plazas, mixed-use developments, and cultural centers. With experience in a wide range of parking engineering, design, and planning services, our professionals collectively completed thousands of parking studies, the evaluation and restoration of over 1,000 existing parking structures, and the design of over 2,000 new parking structures. Our goal is to achieve user, owner, and community acceptance while maintaining a balance between technology, aesthetics, user comfort, durability, forward planning, and cost. Please find WGI's project sheets beginning on page 46.

2.4 Applicant's Consultants: Name any consultants which are included as part of the proposed team. Describe each consultant's proposed role in the Project and their related experience. List projects on which your firm has previously worked with the consultant.

HALFF (CIVIL AND STRUCTURAL ENGINEER, MEP)

Raul Garcia, Jr., PE, CFM, Director of Public Works will be your main point of contact for Halff. Jim Miller, PE will be acting as the Structural Engineer; Lizbeth Guerra, PE will be acting as the Electrical Engineer; Jose Delgado, PE, RCDD, LEED AP will be acting as the Electrical Engineer; Trey Murray, III, PE, LEED AP will be acting as the Mechanical and Plumbing Engineer. Please find their resumes beginning on page 21.

THE WARREN GROUP ARCHITECTS, INC. (ARCHITECT)

Laura Nassri Warren, AIA, NCARB, President and Principal, will be your main point of contact for The Warren Group Architects, Inc. (TWG). Natanael Perez will be acting as the Sr. Project Manager; Crystal Chavez-Badillo will be acting as the Sr. Project Manager; Erika Garza will be acting as the Sr. Administrator/Specification Writer; Ximena Gonzalez and Vannessa Cameron will be acting as Jr. Project Managers. Please find their resumes beginning on page 26.

WGI (LANDSCAPE ARCHITECT, WAYFINDING SIGNAGE, PARKING CONSULTANT)

Jacob Gonzalez, PE, QA/QC Manager will be your main point of contact for WGI. Raymond Smith, PE is the Principal in Charge; Douglas Gannon, PE, SE will be acting as the Project Manager; Matt Feagins will be acting as the Parking Functional Designer. Please find their resumes beginning on page 29.

2.5 The City does not require a respondent to have or establish an office in Edinburg. However, the City expects the successful respondent and all members of the project team, to make a significant commitment to servicing the Project, regardless of their geographic proximity. Describe specifically the procedures the prime respondent and each of the other listed team members will employ to ensure that Project and the City are thoroughly supported from the earliest planning stages through the completion of the warranty period. Identify which core project team members will work full time on the project site during specific project phases. Include examples of how these procedures have been successfully employed on previous similar projects.

All **Catamount Constructors, Inc.,** personnel proposed in this submittal have held the specified roles within other design-build projects and align with the skill-sets for project roles based on their previous experience and are committed to the City of Edinburg - Downtown Parking Garage project.

Halff's McAllen office has successfully completed several landmark projects in the area including work with local entities such as Cameron County, Hidalgo County, and Hidalgo County Drainage District No. 1 as well as various municipalities including, but not limited to, the City of Edinburg, City of McAllen, City of Mission, City of Pharr, City of Weslaco, City of Alton, and Rio Grande City.

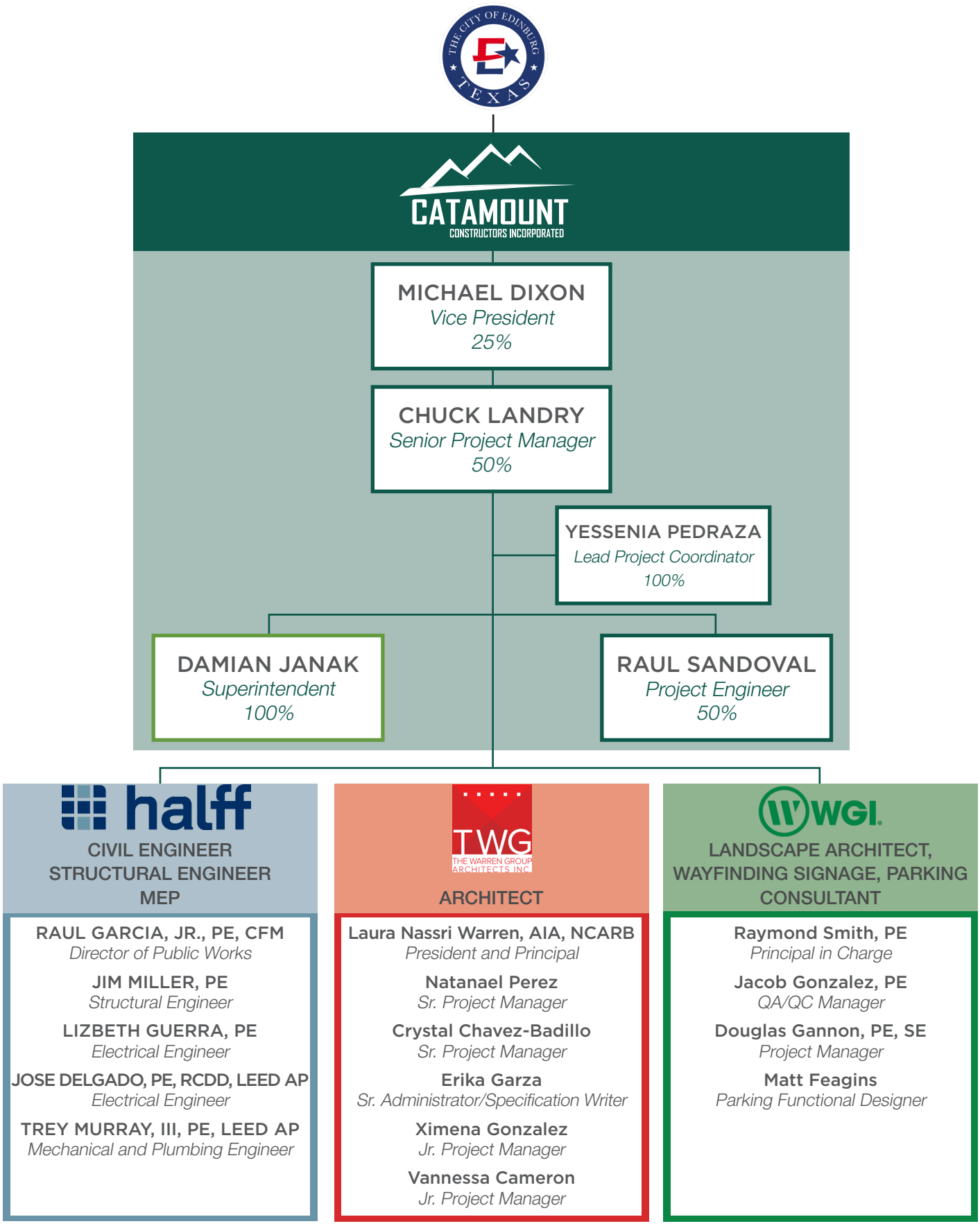
Halff will perform the work for the proposed project from our McAllen office, which has been serving the local area since 1993. The address for the McAllen office is shown below, along with Halff's headquarters office.

Because our project office is located in McAllen, the Halff team is ready and able to meet with City staff regarding any issues for this project, both during design and construction. Halff has held several contracts for various services with the City of Edinburg and looks forward to continuing this successful and mutually beneficial relationship with the City.

Also with an office in McAllen, **The Warren Group Architects, Inc., (TWG)** is dedicated to the success of the City of Edinburg - Downtown Parking Garage. They have extensive experience with municipalities and a robust design-build portfolio.

Recognized as one of the most respected and experienced parking consultants in the industry, **WGI** is staffed with uniquely qualified parking consultants, architects, planners, and engineers. Our national reach and specialty focus on complete parking solutions have given us the in-depth experience and exposure to new technology and processes necessary to develop a modern and durable parking garage design that fits into the architectural fabric of the City and provides users with an extraordinary experience.

PROJECT TEAM ORGANIZATION CHART





MICHAEL DIXON, LEED AP

VICE PRESIDENT - SAN ANTONIO

Michael has over 15 years of experience in the construction industry and is an accomplished construction professional offering proven leadership skills and delivering on-time results with design-build and general construction project management expertise. Michael has developed strong relationships with commercial construction clients and is responsible for managing the majority of Catamount's commercial accounts. He is an advocate for the client ensuring that all client needs are met.

EDUCATION:

- **Masters of Business Administration, Texas State University**
- **Bachelor of Science in Urban and Regional Planning, Southwest Texas State University**

CERTIFICATIONS:

- **LEED AP**

- **Love's**
  - San Antonio, TX – Ground-up new 14,598 SF Fuel Truck Stop Convenience Store.
  - #327 RV Park, Kingsville, TX – RV Park addition to remodel Love's travel stop. Includes addition of 6 RV stalls, new electric and water to each station.
  - #327 Remodel, Kingsville, TX – 7,687 SF Convenience store remodel.
- **Amazon – Multiple Projects**
- **Buc-ee's, Ltd. – Multiple Projects**
- **Carvana, LLC – Multiple Projects**
- **Gordon Food Service – Multiple Projects**
- **Loomis Armored US, LLC – Multiple Projects**
- **Niagara Bottling, LLC – Multiple Projects**
- **TJX / HomeGoods – Multiple Projects**
- **UPS – Multiple Projects**
- **Ally Village – Multiple Projects**
- **Hyundai – Multiple Projects**
- **Taco Palenque Central Kitchen,** San Antonio, TX – 13,118 SF White Box Finish Out at existing warehouse. Trades include saw-cutting, demolition, concrete, metals, thermal and moisture protection, roofing, IMP, doors, frames, hardware, finishes, specialties, and MEP.
- **Dimmit County Park & Sports Complex,** Carrizo Springs, TX – 25-Acre outdoor and indoor sports facility and park including three (3) multi-use baseball fields with artificial turf, one (1) football/soccer field, two (2) tennis courts, two (2) pickleball courts, one (1) basketball court, playground, water splash area, concession stands, public restroom, and 25,000 SF multi-use building.
- **Huffman Warehouse Shell,** Laredo, TX – 92,756 SF Ground-up shell warehouse.
- **Cazzy's Restaurant,** Knoxville, TN – 4,728 SF TI Finish-out of a restaurant, new MEP, framing, sheetrock, paint, millwork, patio canopy, concrete, and kitchen equipment.
- **Capital Farm Credit,** Hondo, TX – 10,000 SF Ground-up office building.
- **Grupo Bafar Distribution Center,** El Paso, TX – Renovation on a 9,520 SF single-story office building while simultaneously erecting a 36,928 SF cold-storage facility, complete with 12,640 SF operation center. Exterior improvements include site utilities, paving, striping, landscaping, and a designated truck wash area.
- **Capital Farm Heritage Oaks,** San Antonio, TX – 6,395 SF Office tenant improvement.
- **Southpark Building 5,** San Antonio, TX – Ground-up 56,400 SF pre-engineered metal building. Site to include an equipment pad, dumpster enclosure and asphalt paving.
- **Southwest Immunodiagnostics (SWID),** San Antonio, TX – 18,550 SF Design-build, tenant finish-out.
- **Katy Legacy Amenity Building,** Katy, TX – A 3,598 SF Stand-alone club room, casual kitchen, exercise room, conference room, guest restrooms and dog wash station, along with several miscellaneous offices / study rooms. Includes a pool and deck lounge area, outdoor cooking area, and dog park.
- **Ebert Logistics,** San Antonio, TX – 450,360 SF Speculative industrial development across four separate buildings on 33.59-acres.
- **Logistics Commerce Center,** San Antonio, TX – 400,400 SF Two industrial buildings, 260,400 SF cross-dock and 140,400 SF front load.
- **I-80 Logistics Center Phase II**, Salt Lake City, UT – 503,249 SF Industrial tilt-wall shell warehouse building.
- **ABF Freight Systems Dallas,** Dallas, TX – 9,617 SF Service center remodel to include interior upgrades and alterations.
- **ABF Freight Systems Houston,** Houston, TX – Service center remodel to include interior upgrades and alterations.
- **Pathway - Royal Vista,** Windsor, CO – Renovation & expansion for Pathway Vet Alliance.
- **Access Specialty Animal Hospital,** Woodland Hills, CA – 9,647 SF Interior renovation of existing space.
- **Republic National Distributing Company (RNDC) Tampa Warehouse Addition,** Tampa, FL – 80,947 SF New construction addition to the existing warehouse facility.
- **Antonian College Preparatory High School - Center of Excellence,** San Antonio, TX – Retrofitted 1960s-era, 13,270 SF, two-story dormitory with existing tilt-wall panels. New construction included a modern curtain wall system, educational classrooms, library resource center, gym, and a fine arts center.



CHUCK LANDRY

SENIOR PROJECT MANAGER

Chuck has over 45 years of experience in the construction industry and has a successful track record of completing complicated projects on time and within budget. He will keep the entire project team informed of construction status during all phases of the project. Chuck will compose bid packages and administer the bidding and award process, as well as manage documentation and information flow throughout the project. He will be responsible for overseeing the budget and schedule throughout construction.

EDUCATION:

› **Associate of Arts in Architecture, San Antonio College**

CERTIFICATIONS:

› **Certified Construction Manager (CCM)**

- **Dimmit County Park & Sports Complex,** Carrizo Springs, TX – 25-Acre outdoor and indoor sports facility and park with 3 multi-use baseball fields with artificial turf, 1 football/soccer field, 2 tennis courts, 2 pickle ball courts, 1 basketball court, playground, water splash area, concession stands, public restroom, and 25,000 SF multi-use building.
- **City of San Antonio (COSA),** San Antonio, TX
  - » Fire Station #54 – 9,068 SF New construction of a fire station, including modular housing buildings, pre-engineered 3-bay metal building, patio area, and site work.
  - » Renovate Hangar 9 & 10, Stinson Field.
  - » Fire Station#4, #27, #28, #30, #31, #33 Renovations – 8,000 SF (Each) Complete upgrade of living facility and apparatus bays.
  - » San Antonio Police Department 911 Facility – 30,000 SF New 911 and support facility.
  - » Growden Road Impound Lot Administration Facility – 3,000 SF **Design-build** for impound lot office and support facility.
  - » Henry B. Gonzales Convention Center Administration Offices – 20,000 SF New convention center, executive office, and conference center.
  - » Weatherization to the Universidad Nacional Autonoma De Mexico (UNAM) – Exterior upgrade and repairs.
  - » CMAR-SAPD Benevolent Fund-James Anderson Park Facility.
  - » Presa Street Community Center – 5,000 SF Interior renovation and covered exterior playground.
- **Department of Energy (DOE) Boiler Building**, Portsmouth, OH – **Design-build** new metal building around an existing operating steam plant.
- **Judson Independent School District,** San Antonio, TX – Courtyard renovations and **parking addition** at Gray Campus High School.
- **Northside Independent School District** San Antonio, TX – 6 Projects
  - » Nellie M. Reddix classroom additions.
  - » Central Office B renovations.
  - » Elementary school kitchen renovations and additions.
  - » Transportation South Facility - Phase 1 & 2.
  - » Tennis court renovation and addition.
  - » Stinson Middle School practice fields and **parking**.
- **City of Schertz,** Schertz, TX – IH35 Fire station and EMS facility.
- **City of Hondo,** Hondo, TX – Rick Taylor Youth Center
- **City of Live Oak,** Live Oak, TX – Woodcrest Park and vehicle maintenance facility.
- **Department of Energy (DOE) Boiler Building**, Portsmouth, OH – **Design-build** new metal building around an existing operating steam plant.
- **Poth Independent School District,** Poth, TX – Cafeteria expansion; band hall renovations.
- **D'Hanis Independent School District,** D'Hanis, TX – New cafeteria, band hall, library, classroom building; Roy Kile gymnasium and field house; Maintenance facility.
- **Hondo Independent School District –** Hondo, TX – New weight room facility.
- **Poteet Independent School District - Career Center,** Poteet, Texas – Drafting lab, mechanic workshop.
- **San Antonio ISD,** Madison Elementary School; Dorie Miller Elementary School; Elementary school gymnasiums-7 schools; Alamo Achievement Center.
- **South San Antonio Independent School District,** San Antonio, TX – Multiple projects.
  - » Renovations to Dwight and Shepard Middle School
  - » Bond Package D - Palo Alto, Benavides, Athens, Hutchens, Price & Carrillo Elementary Schools
- **Carvana, LLC**
  - » Baton Rouge, LA – 5,790 SF Eight (8)-story glass tower to house cars.
  - » Miami, FL – 45,000 SF **Parking** lot expansion.
  - » Escondido, CA – 5,739 SF Eight (8)-story glass tower to house cars and a single building operation area.
  - » Richmond, VA – 5,790 SF New customer center, a12-story glass tower to house cars, and a single building operation area.
  - » Louisville, KY – 5,775 SF Eight (8)-story glass tower to house cars and a single building operation area.
  - » Bridgeville, PA – 5,806 SF Eight (8)-story glass tower to house cars and a single building operation area.
  - » Kansas City, MO – 5,806 SF Eight (8)-story glass tower for cars and a single-story operations area.
  - » Oakbrook, IL – 5,775 SF Eight (8)-story glass tower for cars and a single-story operations area.
- **FedEx Parking Lot,** Austin, TX – 42,237 SF **Parking** lot expansion including site utilities.



RAUL SANDOVAL

PROJECT ENGINEER

Raul is responsible for reviewing the drawings and specifications and works closely with the Project Manager to prepare complete subcontractor scopes or work. He oversees project documentation process including maintaining a weekly project update, submittal logs, purchase schedule, change orders, implementation of requests for information and responses and LEED Certification of projects.

EDUCATION:

› **B.S., Construction Science and Management, The University of Texas at San Antonio**

CERTIFICATIONS:

› **OSHA 30**

› **Forklift Operation**

- **Love's #327 RV Park,** Kingsville, TX – RV Park addition to remodel Love's travel stop. Includes addition of 6 RV stalls, new electric and water to each station.
- **Love's #327 Remodel,** Kingsville, TX – 7,687 SF Convenience store remodel.
- **Gordon Food Services (GFS)**
  - » Ft. Collins, CO – 50,000 SF Tenant improvement.
  - » Mansfield, OH – 14,214 SF Renovation of an existing store. Scope of work includes minor site/ civil work, interior demolition, new partitions, equipment, finishes, and MEP to support dry/freezer storage, deli kiosk, meat cutting room, popcorn room, and a commissary area.
  - » Thornton, CO – 68,000 TI.
  - » GFS Woodlands, Spring, TX – 22,805 SF Interior finish-out of grocery store.
  - » Knoxville, TN – 16,043 SF Remodel of an existing store to include a popcorn prep area, rotisserie room, express room, relocated toilet rooms, and updated coolers and freezers.
- **Taco Palenque Central Kitchen,** San Antonio, TX – 13,118 SF White Box Finish Out at existing warehouse. Trades include saw-cutting, demolition, concrete, metals, thermal and moisture protection, roofing, IMP, doors, frames, hardware, finishes, specialties, and MEP.
- **Capital Farm Credit - Robstown,** Robstown, TX – 3,120 SF Creating new offices and up grading finishes in an existing office.
- **Capital Farm Credit,** Hondo, TX – 10,000 SF Ground-up office building.
- **Capital Farm Credit - Heritage Oaks,** San Antonio, TX – 6,395 SF Office tenant improvement project.
- **Legacy at Metro Center - Concrete,** Aurora, CO – 258,591 SF Precast **parking garage** with 3 levels of cast-in-place slab. Over 1,000 LF of continuous beam, foundation walls, and 1,000 Cubic Yards (CY) of concrete.
- **Southpark Building 5,** San Antonio, TX – This project consists of constructing the shell of a 56,400 SF pre-engineered metal building. Site to include an equipment pad, dumpster enclosure and asphalt paving.
- **Ulster St. Apartments,** Denver, CO – Thirteen (13)-story, 236-unit apartment property for legacy partner. Over 100,000 SF of post tension slab. 10,000 Cubic Yards (CY) of concrete for a **parking garage**.
- **Edera Box Culvert,** Denver, CO – Box culvert.
- **Cherrywood Senior Living Facility,** Arvada, CO – Four (4)-story assisted living facility with 126,820 SF of new construction. Over 1,000 LF of grade beam cast-in-place and 10,000 SF of slab-on-grade.



DAMIAN JANAK

SUPERINTENDENT

Damian has over 25 years of experience in the construction industry. He will oversee the construction from the job site and is responsible for day-to-day site operations. Damian will provide overall site safety management and final walk-through activities. He will be responsible for completing the project on-time and within budget, coordinating, supervising and scheduling subcontractor activities, and monitoring the expedition of equipment and materials.

EDUCATION:

› **Construction Management, Louisiana State University**

CERTIFICATIONS:

› **OSHA 30**

- **Gordon Food Services**
  - » Bradley, IL – 14,725 SF Project including new exterior finishes,canopies, building signage and light fixtures. Interior design and layout to include a rotisserie and popcorn room, a dedicated express order room, new walk-in freezers and walk-in cooler, and new millwork and shelving.
  - » Fort Lauderdale, FL – 15,430 SF Renovation to an existing tenant space of an existing store. Exterior work includes the replacement of a cart corral area and some pavement areas. Interior remodel work includes new partitions, equipment, finishes, MEP and structural systems.
  - » West Milwaukee, WI – 15,857 SF Renovation of an existing store. Scope includes interior demolition, new partitions, equipment, finishes, and MEP to support dry/freezer storage, deli kiosk, meat cutting room, popcorn room, and a commissary area.
- **Taco Palenque Central Kitchen,** San Antonio, TX – 13,118 SF White Box Finish Out at existing warehouse. Trades include saw-cutting, demolition, concrete, metals, thermal and moisture protection, roofing, IMP, doors, frames, hardware, finishes, specialties, and MEP.
- **Love's #327 RV Park,** Kingsville, TX – RV Park addition to remodel Love's travel stop. Includes addition of 6 RV stalls, new electric and water to each station.
- **Love's #327 Remodel,** Kingsville, TX – 7,687 SF Convenience store remodel.
- **Fresenius Kidney Care - CC Kings Crossing,** Corpus Christi, TX – 19,600 SF Ground-up new build with site improvements, consisting of single-story dialysis clinic and home chemo therapy training facility. Project is CAT 3 wind rated TDI windstorm certified. Includes slab-on-grade, steel column and joists, metal deck, and TPO roof. Exterior is combination brick and EIFS, and includes two separate covered driveways. Fire protection by standard wet system and dry system for non climate controlled attic space. The project is state health inspection verified.
- **BP Helios Plaza,** Houston, TX – 390,000 SF Ground-up 7-story office building and **4-level parking garage** with extensive site improvements. Project is LEED Platinum and includes CAT 3 wind rated TDI windstorm certified cast-in-place concrete and structural steel.
- **BP Westlake Campus,** Houston, TX – 260,000 SF Remodel of existing, active 10-story office building, including new **8-level pre-cast parking garage**.
- **BMC Software North American HQ Offices,** Houston, TX – 685,000 SF Ground-up 21-story high rise office building with a **6-Level parking garage**, cast-in-place concrete slabs, columns, walls, post tension slabs, and a mirrored curtain wall.
- **Palisade Palms Condominiums,** Galveston, TX – 510,000 SF Ground-up twin 27-story high rise luxury condominiums with interconnected **3-level parking garage**, elevated swimming pool deck, TDI certification, cast-in-place concrete slabs, columns, walls, and post tension slabs. Includes several mix designs for various areas and purposes.
- **Calpine Industries Office Building,** Houston, TX – 791,000 SF Ground-up 33-story high rise office building with 4 levels of sub-grade parking and tunnel connections, **4 levels of above grade parking**, tunnel flood doors, cast-in-place concrete slabs, columns, walls, post tension slabs, and a mirrored curtain wall.
- **Samsung Austin Semiconductor Expansion,** Austin, TX – 120,000 SF Structural package for new 4-story office and manufacturing space consisting of cast-in-place concrete slabs, columns, walls, and several explosion proof spaces for volatile chemical storage.
- **Infineon Technologies Semiconductor Facility,** Austin, TX – 640,000 SF Structural package for new 6-story office and manufacturing space, including cast-in-place concrete slabs, columns, walls, and several explosion proof spaces for volatile chemical storage.
- **NRG Stadium,** Houston, TX – 1,900,000 SF Structural package for new first retractable roof football stadium for the Houston Texans with 71,000 seats and 12 acres of site improvements.



YESSENIA PEDRAZA

LEAD PROJECT COORDINATOR

Yessenia has over 6 years of experience in the construction industry. She provides consistent day-to-day support to you and to the assigned Catamount team throughout the duration of your project. Yessenia oversees the project documentation process including maintaining weekly project updates, managing submittals and related logs, the upkeep of the purchase schedule, and processing change orders.

CERTIFICATIONS:

› FIRST AID/ CPR

- **Love's Natalia,** Natalia, TX – 250,000 SF Ground-up dock building for Love's Truck Solutions.
- **Ebert Logistics,** San Antonio, TX – 500,360 SF Speculative industrial development across four separate buildings on 33.59 acres.
- **Central 75 Distribution Center, Site 10,** Ruskin, FL – 278,000 SF Ground-up construction of a tilt-wall structure on approximately 45 acres.
- **Amazon**
  - » ATL7 Restroom Refresh, Union City, GA – 1,850 SF Interior restroom remodel.
  - » DFW7 Restroom Refresh, Fort Worth, TX – 6,451 SF Interior restroom renovation.
  - » HIO2 Screen Wall, Troutdale, OR – Demolition, foundations, steel, and perforated metal screen wall around GF Puhl Dust Collection System that was installed as part of HIO2 project.
  - » Amazon HIO2, Troutdale, OR – 34,000 SF Made-on-Demand for Amazon. Finish-out of the NW portion of building, including the addition of a steel mezzanine.
  - » LAS2 Restroom Refresh, Las Vegas, NV – 3,200 SF Restroom refresh includes upgrades to finishes, plumbing fixtures, accessories and light fixtures.
  - » DEN3, Thornton, CO – 1,300 SF Renovation of existing AM care into a Wellness studio.
  - » TYS5, Maryville, TN – 278,203 SF Ground-up construction of a sortation facility on a 51-acre site.
  - » SLC4 HVAC Upgrade, Salt Lake City, UT – HVAC Upgrade to an existing tenant space within the building shell.
  - » SAT9, San Antonio, TX – 344,361 SF Cross-dock (OXD). Addition of parking lot and interior finish-out.
  - » COS1, Thornton, CO – 7,562 SF Installation of MODiNi printing service room on the 3rd floor mezzanine.
  - » BDL7, North Haven, CT – 40,000 SF Made-on-Demand within existing Amazon facility.
  - » ABE5, Norristown, PA – 143,017 SF HVAC Upgrade to an existing tenant space within the building shell.
- **Republic National Distributing Company (RNDC)**
  - » Expansion, Atlanta, GA – 158,400 SF Tilt-up warehouse expansion.
  - » Louisville, KY – 327,000 SF Distribution warehouse including site development.
  - » Office Expansion, West Columbia, SC – 3,000 SF Interior renovation.
- **Socorro Logistics Center,** El Paso, TX – 1.5 MM SF Project, including an irrigation canal, 3 buildings, subdivision improvements and new traffic signal. Construction is of heavy industrial tilt-panel and includes all site utilities and paving.
- **Buc-ee's, Ltd.**
  - » #35, Temple, TX – 5,000 SF Ice plant and deli renovation, Texas Round-up remodel.
  - » #33, Texas City, TX – 50,000 SF Ice room/kitchen remodel.
- **Access Specialty Animal Hospital,** Woodland Hills, CA – 9,647 SF Interior renovation of the existing space while the tenant is operating in the facility.
- **Hyundai Pharr Remodel,** Pharr, TX – 34,825 SF Enclosure of existing covered exterior new car delivery, expansion of the existing service shop bays, and minor interior remodeling along with associated site, civil, and landscape work.
- **Hyundai Round Rock Remodel,** Round Rock, TX – 34,852 SF Enclosure of existing covered exterior new car delivery, expansion of the existing service shop bays and minor interior remodeling along with associated site, civil, and landscape work.
- **Carvana, LLC**
  - » Escondido, CA – 5,739 SF New ground-up 8-story glass tower to house cars and a single building operation area.
  - » Richmond, VA – 5,790 SF New Customer Center, including a 12-story glass tower to house cars and a single building operation area.
  - » Miami, FL – 45,000 SF Parking lot expansion.
- **Wolfchase Toyota,** Memphis, TN – 9,846 SF Addition to the vehicle service shop and a 3,130 SF addition to the service reception area of an existing automotive dealership.

CIVIL & STRUCTURAL ENGINEER, MEP - HALFF



Raul Garcia, PE, CFM

Raul currently serves as Director of Public Works, Team Leader, and Lead Design Engineer in the McAllen office. He has provided land development and site work engineering for several offices, warehouse, commercial, and mixed-use developments. Raul also has experience serving as the lead engineer for multiple clients including architects, public entities, and private developers.

ROLE
Civil Engineering

EXPERIENCE
25 Years

EDUCATION
Bachelor of Science, Agricultural Engineering, Texas A&M University

REGISTRATION
Professional Engineer: TX #94855

CERTIFICATIONS
Certified Floodplain Manager (CFM): TX #0954-06N

REPRESENTATIVE PROJECT EXPERIENCE

City of McAllen, METRO Transit Bus and McAllen Parks and Recreation Site, McAllen, TX. Civil Task Lead. Halff provided Civil Engineering Design and MEP services for the City's addition of a Metro Bus Terminal and Parks & Recreation Department facility. The Halff team conducted a thorough site analysis, gathering topographical surface information to create a grading plan that seamlessly integrated with the inter-site regional drainage system. The civil team designed wastewater and water systems, including service connections for future buildings. Additionally, an auto-turn analyses was performed at multiple points in the site to improve vehicular and pedestrian flow. Parking and striping layouts were developed, adhering to site fire standards through the incorporation of fire lanes, accommodations for fire lines, and fire department connections (FDCs). Furthermore, extensive coordination occurred with local natural gas companies to devise a customized solution for safely crossing their infrastructure.

City of Edinburg, Sugar Road Schematic, Edinburg, TX. Project Manager responsible for the oversight of this project which consisted of the layout for the proposed widening of Sugar Road from Chapin Road to Monte Cristo Road. Halff worked with City staff to create several iterations of schematics to determine the most cost efficient location for widening. Other services provided included ROW acquisition and surveying.

City of Edinburg, Additional Waterline Improvements, Edinburg, TX. Team Leader responsible for the water distribution system improvements along Highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements. The distribution system improvements consist of removing existing PVC (27,000 lf) and AC lines (9,500 lf), and replacing them with approximately 45,000 lf of 8-inch and approximately 17,500 lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity.

CIVIL & STRUCTURAL ENGINEER, MEP - HALFF



Jim Miller, PE

Jim is an accomplished engineer with a diverse portfolio encompassing the design of buildings, retaining walls, foundations, bridges, and miscellaneous structures. With a wealth of experience in reinforced concrete design, prestressed concrete design, and structural steel design, Jim brings a comprehensive skill set to each project he undertakes. His exceptional communication skills enable him to articulate complex issues and present innovative solutions, making him an asset in navigating decision-making processes involving multiple stakeholders.

ROLE
Structural Engineering

EXPERIENCE
17 Years

EDUCATION
Master of Engineering, Civil Engineering (Structural), Texas A&M University

Bachelor of Engineering, Civil Engineering (Structural), Texas A&M University

REGISTRATION
Professional Engineer: TX #113116

REPRESENTATIVE PROJECT EXPERIENCE

Cushman & Wakefield, One Kirkwood Solana Site Improvements, Southlake, TX. Structural Engineer responsible for the design and layout of the building framing and lateral design on a precast parking garage. This project involved a 502,500-sf parking garage (grade plus 4 elevated levels) containing 1,065 parking spaces. Overall project consisted of multidisciplinary team for site improvements that included additional surface parking lots, new site lighting, new landscaping, and renovations to an iconic pylon tower. The new parking garage was designed to blend architecturally with the existing buildings and existing parking garage. Originally designed as a cast in place concrete garage, the new garage was later redesigned as a pre-cast concrete garage.

Cushman & Wakefield, Solana Campus Circle Site Improvements, Westlake, TX. Structural Engineer responsible for the design and layout of the building framing and lateral loads for two precast parking garages. Special design coordination was required for large cast-in-place retaining walls around the perimeter of the garages. The Campus Circle Site is a 75.206-acre tract located north of Kirkwood Boulevard and west of SH 114 in Westlake, Texas. This project involved increasing the current parking space ratio from 3.8 spaces per 1,000 sf to 5.0 spaces per 1,000 sf. The proposed Campus Circle Improvements included two 3-level parking garage structures (Grade +2) and additional surface parking to provide an additional 1,400 to 1,600 parking spaces. The post-project parking total was 4,099 spaces or 5.1 parking spaces per 1,000 sf.

City of McAllen, MFE Cooling Tower Replacement McAllen, TX.

Structural Engineer responsible for the design of new cooling tower foundations and support structure. The design included a large mat foundation with cast-in-place concrete columns and steel framing to support the proposed cooling towers.

Real Ale Brewing Company, House Expansion Blanco, TX. Structural Engineer responsible for the preliminary design of the new brew house and ancillary structures. Preliminary structural design included Brewhouse (two-story building); Brewhouse Attached (three-story structure); Malt Handling Room (three-story CMU bearing wall building with steel framing for upper floors); Barrel Hall (single-story building); Executive office expansion; and design of a mat foundation for a 50-spent grain silo. This facility is an expansion of the existing industrial production facility, which included a 14,000-sf craft beer brewery, tasting room, and office space.

CIVIL & STRUCTURAL ENGINEER, MEP - HALFF



ROLE
Electrical Engineering

EXPERIENCE
22 Years

EDUCATION
Bachelor of Science, Electrical Engineering, University of Texas Rio Grande Valley

REGISTRATION
Professional Engineer: TX #103534

Lizbeth Guerra, PE

Lizbeth is a senior electrical engineer with over two decades of overall engineering experience. She has worked as both an RF and Digital Electrical Engineer and has worked on design plans that included electrical distribution, lighting and special systems design, as well as the development of project specifications.

REPRESENTATIVE PROJECT EXPERIENCE

City of McAllen, METRO Transit Bus and McAllen Parks and Recreation Site, McAllen, TX. Electrical Engineer. Halff provided MEP and Civil Engineering Design services for the City's addition of a Metro Bus Terminal and Parks & Recreation Department facility. The project consisted of comprehensive mechanical, plumbing, and electrical design for a new building. The electrical design required coordination with the utility company for power needs, designing electrical power distribution systems, interior lighting, grounding and bonding systems, and voltage drop calculations. Additionally, the project included the design of power systems for ICT equipment, so that all components are well-integrated and meet the necessary operational requirements.

The Warren Group Architects, MEP Engineering Services for Capote International Business Park, Bldg E, Pharr, TX. Electrical Engineer responsible for designing of electrical systems for a new construction facility approximately 146,250 sf. Electrical design work included electrical power distribution design for the facility, including gutters for future tenant connections and house panel, panel board schedules and riser diagrams, a fire alarm system design, the raceway system design for telecommunications systems, parking lot and exterior lighting design and completion of an Energy Compliance Report.

Boultinghouse, Simpson, Gates Architects, Clark Knapp Honda MEP Services, Pharr, TX. Electrical Engineer responsible for designing electrical systems for a new two-story building of approximately 17,000 sf, a service reception/express change area of approximately 5,000 sf, a service bay building totaling approximately 9,900 sf, and a used car building totaling approximately 3,600 sf. Designed the power distribution system for power and lighting. Selected and specified luminaries. Designed the power and control circuits for elevator equipment, the layout of receptacle and data/com outlets, the layout of lighting fixtures in the parking lot and site, the layout of lighting fixtures in all interior areas of the building, the lighting control system, and the special systems for service shop areas, car wash, and fire alarm systems.

CIVIL & STRUCTURAL ENGINEER, MEP - HALFF



Jose Delgado, PE, RCDD, LEED AP

Jose has experience designing, installing, and maintaining electrical systems (including lighting, power distribution, and fire protection), and designing and implementing ICT (Information Communication Technology) systems, including network infrastructure, telecommunications, data centers, audiovisual systems, and security systems. His experience in technically challenging and sustainable projects across various industries, such as institutional, educational, industrial, commercial, and government projects, demonstrates his versatility and adaptability.

ROLE
Electrical Engineering: Security/Information Communication Technology

EXPERIENCE
23 Years

EDUCATION
Bachelor of Science, Electrical Engineering, University of Texas Rio Grande Valley

REGISTRATION
Professional Engineer: TX #101998

CERTIFICATIONS
Registered Communications Distribution Designer (RCDD): TX #260372

LEED Accredited Professional

REPRESENTATIVE PROJECT EXPERIENCE

HDR Architecture, Inc., Hidalgo County Courthouse, Edinburg, TX. Electrical/ICT Task Lead responsible for electrical engineering and ICT design. Halff was retained to provide mechanical, electrical, and plumbing (MEP); fire protection; and ICT for a new seven-story, 368,000-sf high-rise building design to accommodate district and County courtrooms, one court of appeals, district and County clerks, jury services, public defender and indigent defense, Hidalgo County Bar Association, detention spaces and holding area, and a shell space for six additional future courts.

U.S. General Services Administration, New Federal Courthouse: John H. Wood Jr. Federal Courthouse San Antonio, TX. MEP QA/QC Manager responsible for reviewing and understanding the design criteria provided by the GSA including PBS P100 2016, Design Guide and Publication 64. The Federal Courthouse building is a 225,127-sf, three-story building. Halff designed multiple penthouse level mechanical rooms supporting air-handling units and a detached central plant houses the emergency generator, chillers, chiller and condenser pumps and domestic water pump, with the chiller located outside the central plant.

Brownsville Public Utilities Board (BPUB), Annex Building, Brownsville, TX. MEP QA/QC Manager responsible for assessing the quality of project deliverables and overseeing Halff's MEP QA/QC plans and that the designs and installations meet the required standards for this project which consisted of a new 3-story, 63,000 square-foot building that provided office space to four utility departments: accounting, engineering, information technology (IT), and supervisory control and data acquisition (SCADA). The new facility has an IT Network Operation Center (NOC), a SCADA Network Operation Center, and an Energy Control facility. The IT NOC and SCADA NOC are equipped with a 2N+1 In-Row Cooling Rack system with UPS backup and backed up by redundant power generators.

Brownsville Public Utilities Board (PUB) / Service Center Yard Design, Brownsville, TX. MEP Project Manager responsible for providing electrical engineering, ICT designer of record, and MEP for the new operation service center facility for Brownsville Public Utilities Board that consists of a 52,500-sf administration office building, meeting rooms, storage space, warehouse space, loading docks, car wash building, fleet vehicles fueling stations, and vehicle maintenance building.

CIVIL & STRUCTURAL ENGINEER, MEP - HALFF



Trey Murray, III, PE, LEED AP

Trey has been involved in all aspects of MEP engineering design and construction management for commercial, institutional, industrial, and educational facilities. He has extensive experience in sustainable design and has demonstrated a deep understanding of both the technical and practical aspects of engineering. His ability to identify and resolve issues before they become a problem is a valuable asset to the team, and his attention to detail is second to none. He is an excellent communicator and can work effectively with people at all levels of an organization.

ROLE
Mechanical and Plumbing Engineering

EXPERIENCE
31 Years

EDUCATION
Bachelor of Science, Mechanical Engineering, University of Texas at Austin

REGISTRATION
Professional Engineer: TX #87004

CERTIFICATIONS
LEED Accredited Professional

REPRESENTATIVE PROJECT EXPERIENCE

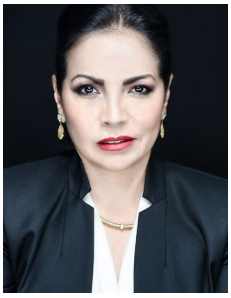
HDR Architecture, Inc., Hidalgo County Courthouse, Edinburg, TX. MEP Project Manager and Mechanical Engineer of Record for a new, 420,800-sf Justice Facility for the County. The 7-story facility includes 31 County courtrooms, one court of appeals, district and County clerks, jury services, public defender and indigent defense, Hidalgo County Bar Association, detention spaces and holding area, and a shell space for six additional future courts. The complex includes a central utility plant with a separate building on site, a single security screening area, secure parking for judges and elected officials, a loading dock area, and a food court for the public and for staff.

U.S. General Services Administration, New Federal Courthouse: John H. Wood Jr. Federal Courthouse San Antonio, TX. Mechanical and Plumbing Systems QA/QC Manager for the project, verifying that the HVAC and plumbing systems were designed per the owner's requirements while complying with federal, state, and city ordinances. Work included preliminary design concepts through final design review for a 4-story building comprised of courtrooms, offices, detention spaces, and support areas inclusive of an atrium. The project was designed with LID components and green infrastructure. Halff was also responsible for providing MEP and Information and Communication Technology (ICT) services. Project is LEED gold certified achieving 26% energy efficiency over EISA 2007 requirements. Other green initiative included fully addressable lighting with daylight harvesting and condensate collection system for irrigation use.

Frost Bank, MEP and Civil for New Branch Banking Facility McAllen, TX. This project consisted of the development of a 1.6-acre tract of land in McAllen, Texas. The site included a 11,016-sf, two-story bank with 56 parking spaces and 3 ADA accessible spaces. Services included surveying, civil engineering, and MEP services.

City of Pharr, FY16 Pharr DAP LPOE Cargo Inspection Dock & Cold Inspection Facility Expansion, Pharr, TX. QA/QC Manager for Mechanical systems of a new inspection facility. The facility was split into two primary areas that included a 13,800-sf administrative area for CBP that also housed a USDA testing lab and a 60,800-sf cold inspection facility. This project included additional traffic lanes, inspection booths, canopy structures, security and imaging devices to detect radiation and to provide vehicle inspections of truck cargo a passing through this border portal.

ARCHITECT - TWG



LAURA NASSRI WARREN AIA, NCARB
IPRESIDENT IPRINCIPAL

Founder of The Warren Group Architects, Inc. and oversees its operations. With over thirty-nine years of award-winning experience in design and construction across US, Mexico, and South America, she offers business-oriented design and planning solutions for clients in government, manufacturing, public facilities, education, light and heavy industrial, and all levels of healthcare. Her success is reflected in repeat business and referrals. She leads project organization and communication, and her expertise in construction trades makes her a sought-after figure in the industry.

EXPERIENCE

- Pharr Aquatic Facility, Pharr, TX (City of Pharr, PSJA ISD, & UTRGV) 2023 Project of the Year
- McAllen International Airport Renovations and Additions, McAllen, Texas. This facility includes High Security, inmate holding areas.
- ICE – GSA Facility – Tampa Florida – Energy Star project
- International Museum of Arts and Sciences (IMAS) Evaluation and Master Plan
- 53,000 S.F. VA Domiciliary Facility, Houston Texas – Green Globes Project
- UTRGV-DHR 83,000 S.F. Medical Research Facility, McAllen, Texas
- 50,000 S.F. CEED, Center for Education and Economic Development, Mission, Texas.
- 30,000 S.F. U.S. General Services Administration Facility, McAllen, Texas
- Interior Architecture Hidalgo County Courthouse, Edinburg, Texas.
- South Texas International Airport Renovations, Edinburg, Texas
- Hidalgo County Commuter Rail System Feasibility Study
- Social Security Administration Building, Dallas, Texas – Silver LEED Certification.
- City of Pharr International Bridge Facility, Evaluation, Master Plan, Expansion and Renovation, Pharr, TX.

EDUCATION

Architecture and Building Science Top Honors – UACJ
Stanford Graduate School of Business
Stanford Latino Entrepreneurship Leadership Scaling



NATANAEL PEREZ
ISENIOR PROJECT MANAGER

Mr. Perez has over 18 years of experience in architecture, including 13 as a Senior Project Manager at The Warren Group Architects. He manages complex projects from start to finish and delivers high-quality results. He has led various projects, including mixed-use developments, and corporate headquarters, working well with clients, contractors, and his team. Mr. Perez also volunteers with the South Texas Disaster Relief Committee, coordinating assistance and emergency preparedness. His commitment to protecting residents during natural disasters has earned him respect in his community.

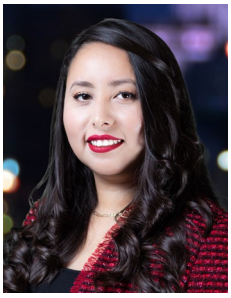
EXPERIENCE

- City of Pharr – PSJA ISD Northside Aquatic Facility, Pharr, Texas (Project of the Year award 2023)
- Hidalgo County Courthouse Interiors, Edinburg, Texas
- Social Security Administration Building, Dallas, TX – SILVER LEED. (P3)
- GSA Building at 495 Business Center, McAllen, Texas. (P3)
- McAllen Miller International Airport, Terminal Expansion and Renovations, McAllen, TX
- CEED, Center for Education and Economic Development, Mission, Texas
- US Domiciliary ICE Facility New Construction, Tampa, Florida
- Houston/VAMC Domiciliary Houston, Texas

EDUCATION/CERTIFICATIONS

National & International Design Workshops
Certificate in Architectural and Visual Technologies – South Texas College
OSHA Outreach Certification for the Construction Industry
LEED Accreditation (in progress)

ARCHITECT - TWG



CRYSTAL CHAVEZ-BADILLO
I SR. PROJECT MANAGER

Ms. Chavez has ten (10) years with the firm, 6 years as a Senior Project Manager; Ms. Chavez is responsible for managing projects through coordination within the design team. She has worked on a variety of projects, ranging from education, public facilities, and private industrial manufactures in the United States and Mexico. Her strengths lie in her attention to design detail and her ability to work well with clients and engineers in the project production from preliminary through the final phase has earned her the respect from her peers. Ms. Chavez enjoys instructing and guiding inters as they develop their technical and professional skills. She completed the OSHA Outreach 10-hour Training for the Construction Industry in 2020.

EXPERIENCE

- Rio Grande City Public Safety Facility, Rio Grande City, Texas
- Hidalgo County Courthouse Interiors, Edinburg, Texas
- City of Mission New Public Safety Station No. 6, Mission, Texas
- Houston VAMC Domiciliary Houston, Texas
- City of Pharr – PSJA ISD Northside Aquatic Facility, Pharr, Texas (Project of the Year award 2023)
- GSA-FMSCA Administration Building Progreso International Bridge, CO., Progreso, Texas
- CEED, Center for Education and Economic Development, Mission, Texas
- Triumph Public High Schools, Tenant Finish-out Renovation Abilene, Texas
- Stream Midland Industrial Building, Midland, Texas

EDUCATION

National & International Design Workshops
Associates Degree, Design Technological Graphics – South Texas College
Associates Degree, Architectural Drafting – South Texas College
OSHA Outreach Certification for the Construction Industry



ERIKA GARZA
ISENIOR ADMINISTRATOR/SPECIFICATION WRITER

Ms. Garza joined the TWG team three (3) years ago and has earned a place as a key member of the team. She is responsible for the Administration of the firm, efficiently managing and coordinating various office support services, including purchasing and facilities management with strong research skills. Provides the design team with vast broad experience in the different aspects of design support and materials research. She has over 8 years of experience in this field.

EXPERIENCE

- Hidalgo County Courthouse Interiors, Edinburg, Texas
- City of Mission New Public Safety Station No. 6, Mission, Texas
- City of Rio Grande City New Public Safety Building, Rio Grande City, Texas
- South Texas ISD, New Gymnasium, Mercedes, Texas
- Triumph Public High School, Abilene, TX.
- Palm Valley Surgery Center, Brownsville, TX.
- Vestibule Security Upgrades at Memorial Elementary School, Weslaco, TX.
- Vestibule Security Upgrades at Raul Gonzalez Elementary, Weslaco, TX.
- Rio Grande Valley College Expansion, Pharr, TX.
- Rio Grande Valley College New Building, Pharr, TX.

EDUCATION/CERTIFICATIONS

Bachelor of Science, University of Texas Rio Grande Valley
Associates of Arts, Interpreter Training Program, South Texas College
Associates of Science, South Texas College

ARCHITECT - TWG



XIMENA GONZALEZ
I AIA Architectural Intern / Jr. Project Manager

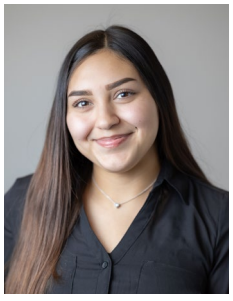
Ms. Gonzalez joined TWG team one (1) year ago and has been an integral part of the team. Ximena has been responsible for the production of numerous diverse projects and assists in the project production administration including preliminary through final design, coordination of personnel, engineers, construction documents and specifications.

EXPERIENCE

- Triumph Public High Schools, Mercedes, TX.
- Head Start Learning Center, McAllen, TX.
- Palmview Emergency Medical Care Center, Palmview, TX.
- Triumph Public High School, Abilene, TX.
- Triumph Public High School, El Paso, TX.
- Palm Valley Surgery Center, Brownsville, TX.
- Pharmacy Knapp Medical Center Renovations, Weslaco, TX.
- Penske Renovations, Los Indios, TX.
- Vestibule Security Upgrades at Memorial Elementary School, Weslaco, TX.
- Vestibule Security Upgrades at Raul Gonzalez Elementary, Weslaco, TX.
- Rio Grande Valley College Expansion, Pharr, TX.
- Rio Grande Valley College New Building, Pharr, TX.
- Fat Burger Restaurant, Edinburg, TX.
- Palm Valley Surgery Center, Mission, TX.

EDUCATION

Centro Tecnológico, Industrial Y de Servicios no. 71
Técnico profesional en construcción, 2020
Instituto Tecnológico de Reynosa, Graduada en Arquitectura.



VANNESSA CAMERON
I AIA Architectural Intern / Junior Project Manager

Ms. Cameron joined TWG team one (1) year ago and has since established herself as an efficient Junior Project Manager. Her extensive experience in BIM design and the latest technology provides our clients with unique design approach and delivering tri-dimensional views of our projects. This allows our clients to have a better perspective and make better project decisions.

EXPERIENCE

- Triumph Public High School, Mercedes, TX.
- South Texas College District Office Renovations, McAllen, TX.
- International Museum Art and Science, McAllen, TX.
- Palmview Emergency Medical Care Center, Palmview, TX.
- Nuestra Clínica del Valle, San Juan, TX.
- Live Primary, LLC. New York, NY.
- Ambulatory Surgery Center Brownsville, Brownsville, TX.
- Ubiquity Sharyland Business Park Call Center, Mission, TX.
- Fat Burger Restaurant, Edinburg TX.
- Pediatric Care Center, Rio Grande City, TX.

EDUCATION/CERTIFICATIONS

Associates, Architectural and Visual Technology, South Texas College
Associates, Architectural and Civil Engineering Technology, South Texas College

LANDSCAPE ARCHITECT/WAYFINDING SIGNAGE/PARKING CONSULTANT - WGI



Raymond Smith, PE
Principal in Charge

REGISTRATIONS
Professional Engineer: Texas, Ohio, Virginia, Arkansas

NCEES: #18-128-92

EDUCATION
Bachelor of Science in Civil Engineering, Structural Engineering - Purdue University

AFFILIATIONS
American Concrete Institute
American Institute of Steel Construction
International Parking and Mobility Institute
Post-Tensioning Institute

YEARS OF EXPERIENCE
TOTAL: 39 WITH WGI: 22

Raymond is an experienced structural engineer and project manager specializing in parking structure design, production of contract documents, and construction administration. He has effectively managed the design and construction for dozens of new parking structures. He is frequently called upon to provide his clients with a cost-effective approach that meets or exceeds current standards. Raymond's well-rounded experience allows him to successfully manage complex projects requiring the highest degree of attention to detail, and his proactive communication style is key to coordinating large teams of subconsultants, clients, and stakeholders.

RELEVANT EXPERIENCE

City of Frisco Downtown Parking Garage, Frisco, TX, Prime Project Manager. Raymond is the prime project manager responsible for the planning, design and overall management for this five level, 458 space parking garage. The garage is a state-of-the-art cast-in-place post-tensioned structure. The façade for the parking structure is designed to celebrate the City of Frisco's historic Rail District heritage. The parking structure also includes 5,000 SF of retail space at grade and a mobility hub to meet the needs of an ever evolving downtown.

City of Georgetown 6th & Austin Parking Structure, Georgetown, TX, Designer of Record. Raymond was the engineer of record for a new state-of-the-art 5-level 315 space cast-in-place, post-tensioned structure. The façade for the parking structure is designed to celebrate the City of Georgetown's historic heritage. The parking structure includes 4,000 SF of retail space at grade and has a below grade parking level to minimize the overall building height and better blend with the historic district.

University of Iowa Hospitals and Clinics Ramp #2 Replacement, Iowa City, IA, Principal/Project Manager. Raymond was responsible for the overall design, coordination, and plans production of a new, 700-car underground parking garage on the campus of the University of Iowa. The project required the demolition of an existing parking garage. The new garage serves a Children's Hospital and was designed for future vertical and horizontal expansion. The cast-in-place, post-tensioned garage provides four levels of parking below grade with a structural plaza at grade supporting a landscaped park, surface roadways, and elaborate canopies.

Arts District Underground Garage at the Kauffman Center for Performing Arts, Kansas City, MO, Project Manager. Raymond was responsible for the overall project management of the 1,000-space underground parking structure blends seamlessly with the distinctive architecture of the Kauffman Center performance halls. The garage features a beautifully landscaped plaza level with lawn, trees, and pedestrian paths above four levels of below-grade parking. The curved footprint of the garage follows the geometry of the performing arts center and the 100-year designed service life will provide convenient parking for generations to come.

Gerald R Ford International Airport Parking Structure, Grand Rapids, MI, Project Manager. Raymond led the overall design for the 4,800-space, cast-in-place, post-tensioned four-level parking structure. It is designed to make airport parking easy and convenient for the thousands of people who use it. To help protect both people and vehicles from the weather, a large wave-like glass and steel canopy spans between the parking structure and terminal. Beneath the canopy, a 16-photograph wall mural depicts West Michigan scenery. A "Welcome Wall" in the middle of the parking structure highlights general interest information, including maps, accommodations, and a history of the area. Two pedestrian bridges are located at the second level and a rental car facility is located at ground level.

The Strong Museum of Play Parking Structure, Rochester, NY, Project Manager. Raymond was the project manager of this new parking structure. The Strong Museum of Play is part of the Strong Neighborhood of Play development in the area surrounding Strong Museum. The development includes a 100,000-square-foot museum expansion, residential and retail development, and 150-room hotel. As part of this development, WGI, along with CJS Architects, designed a 1,200-space, cast-in-place concrete parking structure, as well as providing structural design of the Gateway Building that connects the new parking structure to the museum expansion.

LANDSCAPE ARCHITECT/WAYFINDING SIGNAGE/PARKING CONSULTANT - WGI



Douglas Gannon, PE, SE

Project Manager

REGISTRATIONS

Professional Engineer: Indiana, Iowa, Michigan, Minnesota, Missouri, Pennsylvania, South Dakota, West Virginia

Structural Engineer: Arizona, Hawaii, Illinois, Massachusetts, Nevada

EDUCATION

Bachelor of Science, Civil Engineering - Rose-Hulman Institute of Technology

Master of Science in Civil Engineering, Structural Engineering - Purdue University

YEARS OF EXPERIENCE

TOTAL: 24 WITH WGI: 22

Doug is an experienced structural engineer and project manager specializing in parking garage design, consulting, and construction administration. He has effectively managed the design and construction for dozens of new parking garages and has also worked on numerous garage restoration projects. His experience in parking projects allows him to provide his clients with creative solutions in a cost-effective approach that meets or exceeds current standards. Doug is passionate about providing quality projects by listening to client needs and providing leadership and communication to achieve innovative solutions.

RELEVANT EXPERIENCE

City of Frisco Downtown Parking Garage, Frisco, TX, Lead Structural Engineer. Doug provided parking consulting and structural engineering design services for a new state-of-the-art cast-in-place post-tensioned structure with five levels and 458 parking spaces. The façade for the parking structure is designed to celebrate the City of Frisco's historic Rail District heritage. The parking structure includes 5,000 SF of retail space at grade and a mobility hub to meet the needs of an ever evolving downtown.

City of Georgetown 6th & Austin Downtown Parking Structure, Georgetown, TX, Lead Structural Engineer. Doug provided parking consulting and structural engineering design services for a new state-of-the-art cast-in-place, post-tensioned structure with five levels and 315 parking spaces. The façade for the parking structure is designed to celebrate the City of Georgetown's historic heritage. The parking structure includes 4,000 SF of retail space at grade and has a below grade parking level to minimize the overall building height and better blend with the historic district.

Park Place, Missoula, MT, Structural Engineer. The downtown parking facility at Front and Pattee Streets consists of 5 parking levels, including 1 below grade, and retail at the street frontage. The structure accommodates 341 parking spaces for retail customers and employees, as well as leasable spaces for nearby office tenants. The façade is comprised of anodized panels that change colors based on the position of the sun. The architecture and façade were both designed to mimic the mountains in the background. PV panels at the perimeter of the roof generate power onsite. WGI provided planning, programming, parking design, and structural engineering services.

92 Milton Avenue, Alpharetta, GA, Principal, Structural Engineer. WGI led the design for the parking structure in downtown Alpharetta. The project consists of a four-level, 263-space structure for public parking and various improvements to the site and surrounding community, including on-street parking, storm water management, and streetscaping. The garage is constructed entirely of precast concrete with integrally-colored concrete and face brick in several patterns in the façade panels to pay homage to the local historical architecture. The garage includes a police substation and 4,500 SF of retail space.

The DOT (Development on Troy) Mixed-Use Development, Ferndale, MI, Project Manager & Lead Structural Engineer. Doug was responsible for the structural design and project management of a new 397-space, mixed-use parking structure. The cast-in-place, post-tensioned garage provides parking on four levels with one level below grade. The structure includes street-level retail space and was designed for the future vertical addition of a 2-level office building above and a future horizontal expansion for a residential development at the west end.

Indiana University 11th Street Parking Garage and Administration Building, Bloomington, IN, Project Manager & Lead Structural Engineer. Doug was responsible for the structural design and project management for this mixed-use facility that included a 57,000 SF multi-level administration building above a 370-space parking structure. The parking structure has been designed for future vertical expansion consisting of an additional two and a half levels. The cast-in-place, post-tensioned parking structure addresses the parking demands generated by this development while the architecture of the mixed-use building complements the campus.

Main Street Triangle, Orland Park, Illinois, Structural Engineer. Doug provided parking consulting and structural engineering for a new 547-space precast parking structure that contains an 8,000-square foot restaurant space. Precast was chosen for this project to meet a tight construction deadline and to ensure consistency in materials and finishes. 2018 International Parking Institute Award of Merit for Best Design of a Parking Facility.

LANDSCAPE ARCHITECT/WAYFINDING SIGNAGE/PARKING CONSULTANT - WGI



Jacob Gonzalez, PE
QA/QC Manager

REGISTRATIONS
Professional Engineer, TX, #92925, 2003
+ 6 other states

EDUCATION
Bachelor of Science, Civil Engineering - University of Houston, 1999

AFFILIATIONS
American Society of Civil Engineers

National Parking Association

Tau Beta Pi The Engineering Honor Society

Texas Parking and Transportation Association

International Parking and Mobility Institute

YEARS OF EXPERIENCE
TOTAL: 25 WITH WGI: 7

Jacob has vast experience in parking planning, design, and consulting services. He developed diverse expertise throughout his engineering career, including parking facility project management, parking functional design, parking access and revenue control systems (PARCS), existing facility improvements, parking studies, due diligence reports, parking count and guidance systems, signage/pavement markings, and master planning. Jacob was involved in more than 125 nationwide parking projects, establishing an extensive resume in healthcare, airport, higher education, special event operations, mixed-use development, transit, and commercial projects. Jacob has a Bachelor of Science degree in Civil Engineering from the University of Houston.

RELEVANT EXPERIENCE

City of Georgetown - 6th & Austin Parking Garage, Georgetown, TX, QA/QC. This project included full design and prime consulting services for a new, mixed-use parking facility at the intersection of South Austin Avenue and East 6th Street for the City of Georgetown. The parking facility was designed to accommodate increased parking demands for the public and City staff, and also include commercial space along South Austin Avenue in support of the City's vision for a walkable and pedestrian-friendly urban Downtown. The facility's architectural character draws from the City's Historic Overlay District and associated design guidelines, while offering aesthetic treatments to enhance vehicular and pedestrian wayfinding, as well as celebrate the Red Poppy flower as a cultural component integral to the City's history.

METRO West Bellfort Park and Ride, Houston, TX, Principal In Charge. WGI provided parking and durability consulting for METRO's West Bellfort park and ride facility that offers express bus service along Houston's southwest corridor. The 6-level, 3,025-space cast-in-place post-tensioned concrete structure has cascading parking ramps in the middle bay, which allows two independent circulation path through the garage. At 913 feet in overall length, the garage is divided into 4 structurally independent segments with traffic-rated expansion joint waterproofing between each segment. Two stair elevator cores provide direct access to the bus platform along the north side of the garage.

Houston Zoo Parking Garage, Harris County, TX, Brave Architecture, Principal. WGI will be providing structural engineering and functional design services for the new Houston Zoo Parking Garage. The garage is planned to be constructed on a 252-foot x 125-foot footprint and will include an area of 32,000 square feet of office space integrated into the parking structure and have green space on the ground floor. The parking garage will have 375 parking spaces that will serve Zoo employees and office visitors. Parking geometrics will comply with City of Houston parking requirements for two way traffic flow throughout the garage. Cast-in-place post-tensioned concrete structural system is anticipated for the garage. Additionally, parking access control equipment is also being considered to be installed in the parking garage.

METRO Buffalo Bayou Bus Storage Structure, Houston, TX, QA/QC. WGI provided parking design services to study the options a new bus storage facility in Houston's Buffalo Bayou area. The area is prone to flooding, and with METRO's transition to electric and alternative fuel vehicles, buses will be able to park on the elevated level above the flood zone. WGI evaluated the structural system necessary to support the buses and modeled bus movements using AutoTurn to identify the most effective layout. Following the development of the building model, WGI produced an animated "drive-through" of the facility for presentation to the METRO management team.

LANDSCAPE ARCHITECT/WAYFINDING SIGNAGE/PARKING CONSULTANT - WGI



Matt Feagins
Parking Functional Designer

EDUCATION
Master of Business Administration, University of Houston, 1991

AFFILIATIONS
International Parking and Mobility Institute
National Parking Association, Parking Consultants Council

YEARS OF EXPERIENCE
TOTAL: 33 WITH WGI: 2

**Denotes project completed at previous firm*

Matt has decades of involvement in the operations and design of parking facilities. He started out working with a parking operations company, so he has first-hand knowledge of what works and what doesn't when it comes to parking design. Matt then helped start up the Parking division of a large engineering company. Now, Matt is working at WGI as a parking designer and functional expert. He has vast knowledge and experience in how a garage flows internally for both the driver as well as the pedestrian and helped lead the industry toward a more holistic approach to parking design. This includes advancing the use of forward-thinking PARCs technology and space availability technology to speed throughput and improve the usability of the facility. Matt has worked on many facility types including several event garages, campus garages (both commercial and university), airport facilities, and most of the garages in the largest medical complex in the world.

RELEVANT EXPERIENCE

City of Georgetown - 6th & Austin Parking Garage, Williamson County, TX, Parking Functional Designer. Matt served as the functional designer for this project. This project included full design and prime consulting services for a new, mixed-use parking facility at the intersection of South Austin Avenue and East 6th Street for the City of Georgetown. The parking facility was designed to accommodate increased parking demands for the public and City staff, and also include commercial space along South Austin Avenue in support of the City's vision for a walkable and pedestrian-friendly urban Downtown. The facility's architectural character draws from the City's Historic Overlay District and associated design guidelines, while offering aesthetic treatments to enhance vehicular and pedestrian wayfinding, as well as celebrate the Red Poppy flower as a cultural component integral to the City's history.

City of Frisco Downtown Parking Garage D-B Services Phase I, Frisco, TX, Parking Functional Designer. Matt served as the parking functional designer for this five level, 458 space parking garage. The garage is a state-of-the-art cast-in-place post-tensioned structure. The façade for the parking structure is designed to celebrate the City of Frisco's historic Rail District heritage. The parking structure also includes 5,000 SF of retail space at grade and a mobility hub to meet the needs of an ever evolving downtown.

Metro Buffalo Bayou Facility Bus Parking Garage, Harris County, TX, Metropolitan Transit Authority of Harris County (METRO), Parking Designer. Matt provided parking design services to study the options a new bus storage facility in Houston's Buffalo Bayou area. The area is prone to flooding, and with METRO's transition to electric and alternative fuel vehicles, buses will be able to park on the elevated level above the flood zone. WGI evaluated the structural system necessary to support the buses and modeled bus movements using AutoTurn to identify the most effective layout. Following the development of the building model, WGI produced an animated "drive-through" of the facility for presentation to the METRO management team.

University Houston East Parking Garage, TX, Parking Specialist.* Matthew was responsible for parking design on this project. The East Garage was designed to meet the needs of students, faculty, visitors as well as residents of the nearby campus loft. Utilizing a "double zero" ramp configuration, the garage was designed to have "nested" visitor parking with the capability to use the upper levels for overflow parking. The garage utilizes pay-on-foot machines for visitors with pay stations located on the ground floor for their use. The garage is designed to accommodate future residential development on two sides.

University Houston Elgin Street Parking Garage, TX, Parking Specialist.* Matthew was responsible for parking design on this project. The five-level precast garage was designed with an innovative cascading ramping system that can efficiently accommodate a mix of students, faculty, staff and visitors while providing a high level of service. The ramps are conveniently located near one of the main traffic arteries to provide easy access to and from the main campus.

Boulevard Place Parking Garage, TX, Parking Specialist. Matthew was responsible for parking design on this project. Located in the heart of Uptown Houston, Boulevard Place was the ultimate urban experience. The mixed-use nature of this upscale development created a complex parking situation. Office and general retail users were assigned to the above-ground garage, while the heavy parking demand created by the grocery store was accommodated on the lower levels. The lower level parking was accessible via escalators and elevators that were designed to accommodate grocery shopping carts. The upper parking levels also had direct walk-in access to the retail floors.

3

3.0 CRITERION:
THE RESPONDENT'S DEMONSTRATED TECHNICAL AND MANAGEMENT COMPETENCE WITH DESIGN/BUILD PROJECTS

CATAMOUNT
CONSTRUCTORS INCORPORATED

3.0 CRITERION:
The respondent's demonstrated technical and management competence with design-build projects.

3.1 Describe your firm's demonstrated technical competence and management qualifications for design-build projects.

DESIGN-BUILD SERVICES

We offer design-build services as the classic collaboration model. We remain close at hand from beginning to end, with design and construction professionals speaking to the Owner as one. The benefits of a design-build approach include a single point of responsibility for the client and a reduction of change orders and delays.

We can take the lead in managing the design process, focusing on achieving a balance between functionality, aesthetics, cost, and schedule as they align with the project objectives, if so desired by the project team. If requested, we can solicit and evaluate specialty design and engineering team proposals, as well as other necessary consultants, such as geo-technical, survey, peer review etc., needed for the planning and design process.

We will manage the design team budget if necessary. We ensure coordinated efforts between all design team members through continued review of the documents for constructability and coordination. Through research and discussions with the governing authorities, we ensure that the design addresses the appropriate governing concerns while making cost-conscious decisions.

In order to set an accurate GMAX budget, the team must be able to agree on the scope of the work and the quantities for this scope of work. Catamount will coordinate a meeting with the City of Edinburg, to include the Owner and Owner's Representative, the design consultants, and our project team to review and agree on scope of work criteria. Once we all agree on scope, it is imperative that Catamount is joined at the hip with architectural and structural partners. In order to quantify scope and develop the initial budget, the entire team has to be in agreement that the initial scope and quantities match up. As we go through the first budget exercise, the architect and structural engineer will assist us in verifying our quantity takeoffs. At the same time, we will assist the design team with information on materials, current market challenges, lead times, and constructability review.

Good design teams know how important that initial budget is. The better we coordinate the information and work together at the beginning, the better our baseline budget will be. In order to deliver a GMAX project on budget, we all have to be in sync, and set the right budget as early in the process as possible.

3.2 Provide your communication plan and demonstrate how you will interface with the City, Owner's Representative, Architect and Consultants to enhance the planning, design and construction processes of the Project.

Collaboration and discovery are key components to this project. Our technical approach to projects always begins with research. the Project Team will carefully examine the unique qualities of a site and facilities adjacent to the proposed project site. Our team will critically evaluate the Master Plan and programmatic criteria for the Parking Garage. Our initial goal is to determine the proper fit of the proposed facilities, considering future expansion, together with diverse parking requirements within the remaining site. Hours of operation for vehicle flow are critical to mitigate traffic conflicts between tenants, general traffic, maintenance, warehouse, field operations and customer service. Additionally, we will complete a thorough examination of the bridging documents and make recommendations to the Owner.

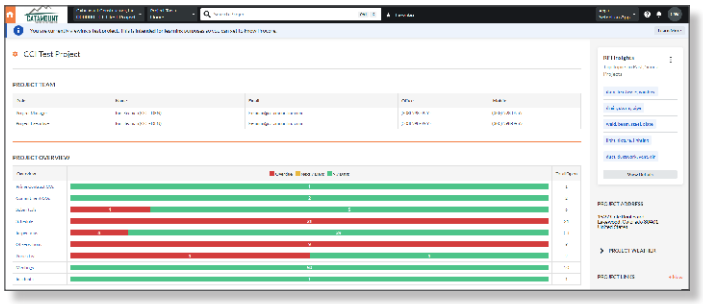
Concurrent to research, planning sessions occur to determine all project requirements. Our construction estimator and consultants will be involved in this phase so that the City's needs and project budgets can be cost compared.

The interactive design process proposed for this project allows the End User to participate in the problem-seeking phase of the project as well as throughout the design development phase. This project will rely on the complete collaboration and partnership between our team and the City. During this process, we will work with you to listen carefully to YOUR needs and realize YOUR vision. Continual input throughout the design process results in a project with greater relevance to its usage and community. The collaborative design effort includes the entire project team - City, Architect and Engineering Consultants – working towards a common goal.

Design goals are represented through sketches, CAD or BIM drawings architectural models and renderings.

PROCORE – We will implement Procore, a web-based project management system for the entire project. It allows continuity of operations and free flow of information for the Owner, Designers, CM/GC, and all subcontractors. It simplifies management for the Owner and Team and serves as a tool for tracking the status of construction and facilitates communication in our weekly Owner Architect Coordination (OAC) meetings.

Catamount Superintendents use iPads for all of their plan management including shop drawings, as-builts, real time RFI's, ASI's, Addendum's, etc. They upload daily pictures, schedules, and owner updates to Procore so the entire team has access.



TEXTURA – During construction, Catamount will use Textura, a payment program that enables us to pay subcontractors faster than our competitors and allows them to manage their cash flow throughout the project. Also, Textura aids in tracking document compliance from the subcontractors ensuring accurate lien waivers are received before funding to protect Catamount and ultimately owners interest in the project/payment process. These strategies, and the technology we employ benefit your project by attracting the best subcontractors and their teams, streamlining our schedules, increasing the quality of the project and reducing the cost of the project.

MICROSOFT PROJECT – We use Microsoft Project to develop a specific schedule for each project that will then be distributed to the subcontractor community. As final pricing is established, we will use the information gleaned from the market on lead times, installation durations and logic flows to modify the schedule such that the final product submitted with our proposal reflects a project schedule based on our expertise and real time market information; a true project roadmap.

VIDEO CONFERENCING – We use Microsoft Teams and ZOOM to hold video conferences to accommodate those team members that can not attend in person, so that all members can be included in all meetings.

3.3 Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects. Provide examples of records, reports, monitoring systems and information management systems you have used on similar projects and that you propose to use on this Project.

We set expectations with our employees around timely communication – both internally and externally (within hours) of emails, phone calls, and texts. To assist with verbal communication, we publish Weekly Project Updates, which is an 8-10 page document that provides a snap-shot of job progress and percent (%) complete, open issues, RFIs, site photos, contact info for stakeholders, etc. At-a-glance, our stakeholders are able to know exactly where we are within the construction process and find this tool very helpful week by week. Our Weekly Project Update Report is used to recap multiple record reports within our systems – including schedule updates, RFI submittal, and change order logs, open issues, etc. See examples below.



3.4 Identify your personnel responsible for reviewing design and construction documents. Describe what methods you employ for coordination and distribution of design and construction documents during the design and construction phases to ensure quality control and to mitigate change orders.

Our full Project Team will review design documents throughout both phases of the project, with focus on constructability issues, means and methods, and material efficiencies. All project documents will be coordinated and distributed through Procore Systems.

3.5 Describe how your project team will engage the City within the project communication methods to obtain buy-in and approval at the appropriate phases.

The interactive design process proposed for this project allows the End User to participate in the problem-seeking phase of the project as well as throughout the design development phase. This project will rely on the complete collaboration and partnership between our team and the City. During this process, we will work with you to listen carefully to YOUR needs and realize YOUR vision. Continual input throughout the design process results in a project with greater relevance to its usage and community. The collaborative design effort includes the entire project team - City, Architect and Engineering Consultants – working towards a common goal.

4

4.0 CRITERION:
THE RESPONDENTS DEMONSTRATED EXPERIENCE ON SIMILAR DESIGN/BUILD PROJECTS

CATAMOUNT
CONSTRUCTORS INCORPORATED

4.0 CRITERION:
The respondent's demonstrated experience with similar design/build projects.

4.1 List a maximum of five (5) projects for which your firm has provided or is providing design build services which are most related to the City of Edinburg - Parking Garage.

PLEASE SEE THE FOLLOWING PAGES FOR PROJECT SHEETS. The information requested above shows in detail on the project sheets from the Design-Build Team.

4.2 For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s), and the name(s) and telephone number(s) of the project architect(s) and engineer(s).

PLEASE SEE THE FOLLOWING PAGES FOR PROJECT SHEETS. The information requested above shows in detail on the project sheets from the Design-Build Team.

4.3 Identify the proposed team members who worked on these projects and briefly describe their role and responsibilities.

PLEASE SEE THE FOLLOWING PAGES FOR PROJECT SHEETS. The information requested above shows in detail on the project sheets from the Design-Build Team.

CATAMOUNT CONSTRUCTORS, INC.

MERCEDES-BENZ

Atlanta, GA

Design-build of a 750-car parking garage.

Owner:
Baranco Holdings, LLC
Greg Baranco

Construction Cost:
$13 MM

Year Completed:
2006



POINT 21 URBAN FLATS

Denver, CO

1.5-Story below-grade and 1-story above-grade parking garage.

Owner:
Behringer Harvard 21 Lawrence Project Owner, LLC
Richard Brownjohn, PMP
214.655.1600
rbrownjohn@legacypartners.com

Construction Cost:
$32 MM

Year Completed:
2015



CATAMOUNT CONSTRUCTORS, INC.

OAKLAND PARK
Atlanta, GA
1-Story Below-Grade and 1-Story Above-Grade Parking Garage

THE LOGAN
Denver, CO
1-Story Below-Grade and 1-Story Above-Grade Parking Garage with 49-Parking Spaces

ARIZONA LOFTS
Atlanta, GA
67-Car Parking Garage

DEERWOOD LAKE LOFTS
Jacksonville, Florida
5-Story Above-Grade Parking Garage

GEORGIA POWER
Atlanta, GA
1,600-Car Parking Garage

NORTHPARK 500
Atlanta, GA
8-Story Above-Grade Parking Garage

ST. JOSEPH'S MEDICAL I
Sandy Springs, GA
6-Story Above-Grade Parking Garage

ST. JOSEPH'S MEDICAL II
Sandy Springs, GA
4-Story Above-Grade Parking Garage

TAVERN DTC
Denver, CO
2-Story Above-Grade Detached Parking Structure

THE STANDARD AT ATHENS
Athens, GA
7-Story Above-Grade Parking Garage





TOYOTA PARKING DECK
Atlanta, GA
1-Story Below-Grade and 1-Story Above-Grade Parking Garage

UNIVERSITY OF GEORGIA
Athens, GA
400-Car Parking Garage

VERANDA HIGHPOINTE
Denver, CO
6-Story Above-Grade Parking Garage

WESTMINSTER PROMENADE
Westminister, CO
4-Story Parking Garage with 476-Parking Spaces

CIVIL & STRUCTURAL ENGINEER, MEP - HALFF

halff

La Plaza Mall Expansion & Parking Decks

Simon Property Group | McAllen, TX



Size: 748,023 sf

Completed: March 2018

Cost: $20M

Services Provided by Halff:
Civil, SUE, Surveying, Landscape Architecture

Reference
Chuck Schneider
Director of Civil Engineering
Simon Property Group
317.263.7992
cschneid@simon.com

Halff was retained by Simon Property Group to provide surveying, civil engineering, subsurface utility engineering, landscape architecture, irrigation, and traffic engineering for site improvements to an 85-acre shopping mall facility in McAllen, Texas.

Site improvements included paving, drainage, water, wastewater, and franchise utility improvements to accommodate a 300,493 sf expansion of the mall and two new parking decks totaling in 748,023 sf. Paving improvements included 96,386 sy of new asphalt pavements. Drainage improvements included 44,700 lf of pipe varying from 12 inches to 60 inches in diameter. Water improvements included 3,500 lf of 12-inch diameter pipe. Wastewater improvements included 2,100 lf of 8-inch diameter pipe, and a 300 gallon/minute (GPM) lift station with 90 lf of 6-inch force main pipe. Surveying services included topographic survey, boundary survey, re-platting and designating easements. Engineering services included site due diligence study, city site plan process, coordination with the Federal Aviation Administration (FAA) for aeronautical studies, and civil construction documents. Halff performed Quality Level B SUE using non-destructive surface geophysical prospecting methods and horizontally designated and mapped approximately 70,000 lf of existing utilities. Designated utilities included water, reclaimed water, wastewater, storm sewer, telephone, fiber optic cable, cable TV, gas, and electric lines. Halff performed Quality Level A SUE for fourteen (14) test holes using non-destructive vacuum excavation to verify the exact vertical and horizontal location, size, material, and physical condition of various utilities. This precise utility information was used to avoid conflicts with the proposed improvements and identify potential relocations required to facilitate the project.

Construction services included bidding assistance and civil construction administration services. During the course of this project, Halff coordinated with several entities including the Owner, Architect, City of McAllen, McAllen Public Utility, FAA, Texas Department of Transportation (TxDOT), and franchise utility companies.

CIVIL & STRUCTURAL ENGINEER, MEP - HALFF

halff

Hidalgo County Courthouse

HDR Architecture, Inc. | Edinburg, TX





The new high-rise building located in Edinburg, Texas is a seven-story, 366,000 sf building design to accommodate district and County courtrooms, one court of appeals, district and County clerks, jury services, public defender and indigent defense, Hidalgo County Bar Association, detention spaces and holding area, and a shell space for six additional future courts. The complex includes a central utility plant with a separate building on site, a single security screening area, secure parking for judges and elected officials, a loading dock area and a food court for the public and for staff. The electrical design services included coordination with the utility service provide for power to the new facility, one 1,000kW generator systems for emergency standby loads, interior and exterior lighting, grounding, UPS systems, and power distribution. HVAC systems included a 1,500 ton water-cooled central plant, 8 custom, central station air handlers, terminal units and ductwork. Special mechanical systems included multiple dual-coil computer room air conditioners, detention area smoke control systems and stair pressurization. The ICT system design included copper and fiber backbone cabling systems, horizontal cabling systems, j-hooks and cable tray routing, network racks, and coordination with communication service provider. The plumbing systems included hot- and cold-water systems, sanitary sewer, storm drain system, and fire protection system.

Size: 366,000 sf

Completed: December 2024

Cost: $1.2M

Services Provided by Halff: MEP Services

Reference
John Niesen, RA
HDR Architecture, Inc.
972.960.4183
john.niesen@hdrinc.com

CIVIL & STRUCTURAL ENGINEER, MEP - HALFF

halff

Solana Campus Circle Site Improvements

Cushman & Wakefield of Texas, Inc. | Westlake, TX





The Campus Circle Site is a 75.206-acre tract located north of Kirkwood Boulevard and west of SH 114 in Westlake, Texas. The pre-project Campus Circle Site had nine buildings (1,014,879 sf of building area), three surface parking lots (1,163 spaces), and two parking garages (1,821 spaces). The owner, Blackstone Group, wanted to increase the current parking space ratio from 3.8 spaces per 1,000 sf to 5.0 spaces per 1,000 sf. The proposed Campus Circle Improvements included two 3-level parking garage structures (Grade +2) and additional surface parking to provide an additional 1,400 to 1,600 parking spaces. The post-project parking total was 4,099 spaces or 5.1 parking spaces per 1,000 sf. This project was designed in the following three phases: Conceptual Design, Development Plan Design, and Construction Plan Design and was a “Construction Manager at Risk” (CMAR) project. Halff worked with the client on value engineering the project and worked with the contractor to come up with solutions throughout its duration.

The overall project consisted of multidisciplinary team to provide additional site improvements that included new pedestrian walkways, a new pedestrian bridge, two new vehicular bridges and new landscaping. The original Campus Circle project, designed for IBM in the 1980s, was part of the overall Solana master plan, created by Ricardo Legorreta and the New York firm Mitchell/Giurgola. The new parking garages and other site elements are designed to blend with the original architectural and site vocabulary.

Size: Two 3-story garage structures (Grade + 2 levels)

Completed: December 2017

Cost: $21M

Services Provided by Halff:
Architecture, Civil, Surveying, Landscape Architecture, MEP, and Structural

Reference
Brad Blankenship
Senior Director
Cushman & Wakefield of Texas, Inc.
972.663.9600
brad.blankenship@cushwake.com

ARCHITECT - TWG

PHARR AQUATIC FACILITY AWARD-WINNING PROJECT

Pharr, Texas

COMPLETION: 2022

SERVICES
PLANNING, COST EVALUATION,
FULL DESIGN SERVICES

RELEVANT TEAM
LAURA WARREN
NATANAEL PEREZ
CRYSTAL CHAVEZ

PROJECT SIZE
Site area: 11.85 Acres
Facility: 70,400 S.F.,
$23,786,279.00

AWARDS:
2023 RGV PROJECT OF THE YEAR



The Warren Group was chosen to design a new FINA, NCAA and UIL certified natatorium and diving facility in Pharr Texas. This 70,400 Sq. Ft. aquatic facility is designed as a joint venture with the City of Pharr, PSJA and UTRGV affiliates. The facility serves as the venue regional and national swim and diving competitions and training since opening. The new aquatics facility is fully enclosed and includes a diving pool with boards at 3m, 5m, 7m, and 10m heights, 50-meter Olympic size pool, a stadium with bench type seating, a common entry area to divide separate administration areas, public and family restroom facilities, concession facilities, coach and trainer offices, and storage areas. Under a tight budget and timelines, TWG researched and found a water-resistant building material (Magnesia-core). This was used at the exterior walls and is much lighter than the typically used concrete masonry. This not only proved to be a cost-efficient material as it saved foundation costs, but it was quicker to erect than the CMU.

The construction of this project had begun when the COVID hit our region. TWG worked in conjunction with the GC to expedite and order ahead all the long-lead items to ensure the timelines were met.

Point of Contact: Maria Rangel, Assistant City Engineer, Address: City of Pharr, 118 South Cage Blvd, Pharr, TX 78577, Telephone: (956) 402- 4221.

HIDALGO COUNTY COURT HOUSE

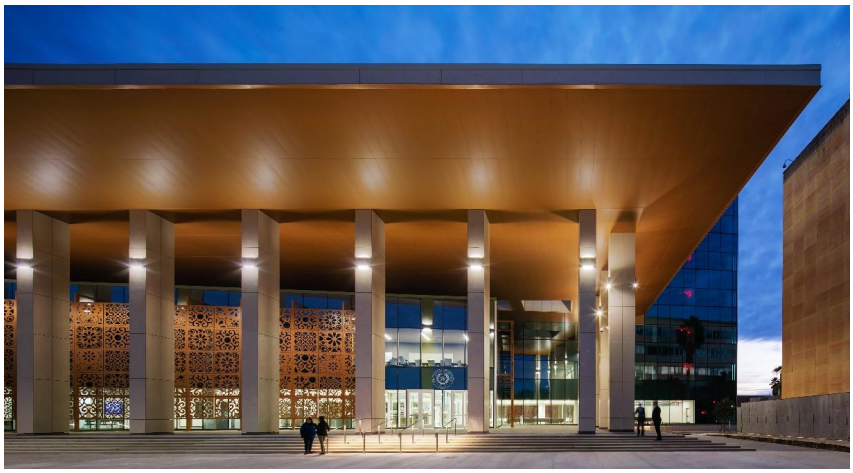
MCALLEN, TEXAS

COMPLETION:
February 2024

SERVICES
PLANNING
PROGRAMING
INTERIOR ARCHITECTURE
FULL DESIGN SERVICES

CONTACT
John Niesen
214.587.2596

PROJECT SIZE-BUDGET
FACILITY: 408,805 S.F.
7 STORY
$200,000,000+



The Warren Group Architects teamed up with HDR Architecture and ERO Design groups to work on the New Hidalgo County Courthouse Design Project. The project is designed to include Commissioner's Court, County Judge's Courts, County Judge, District Courts, Sheriff, District attorney, holding cells, etc. TWG's key role in the design of the typical Courtroom is where state-of-the-art technology is being incorporated, finishes, and fixed commodities are being designed keeping in mind acoustics, lighting, public traffic, and security while delivering features that reflect our heritage, history, and future. Architectural role in this project includes Interior Architecture Design services currently working on the Construction Administration Phase. This was done using the latest design and streamed communication technology which allows this team to work under the strictest and most challenging complex project program where communication challenges between many and different entities are kept informed and involved. We established new concepts while keeping with Courthouse established design standards.

ARCHITECT- TWG

CENTER FOR EDUCATION & ECONOMIC DEVELOPMENT – CEED

MISSION, TEXAS

COMPLETION:
JUNE 2016

SERVICES
PLANNING, EVALUATION
FULL DESIGN SERVICES

CONTACT
DANIEL SILVA
956.874.3069

PROJECT SIZE-BUDGET
SITE AREA: 11.85 Acres
FACILITY: 53,000 S.F.
$3,602,638



The Warren Group was selected to provide Existing Building Conditions, Planning, and Full design services for the retrofit of 54,650 S.F. former K-Mart building located in the heart of the City of Mission, Texas. The leading-edge facility was delivered under the most challenging budget and time restrictions. The key to the success of this project was the continuous and efficient line of communication enforced between the developer, architect, and contractor. The building features green-building technology and materials, a business incubator with multiple-sized meeting spaces, open and private modular offices, flexible interactive education centers, an internet café, outdoor eating, and collaborative areas along with the new home of the Mission Economic Development Headquarters.

PHARR NORTH SIDE COMMUNITY CENTER – PHARR ONE

PHARR, TEXAS

COMPLETION:
JULY 2022

SERVICES
PLANNING
PROGRAMING
FULL DESIGN SERVICES

PROJECT SIZE-BUDGET
SITE AREA: 5.31 Acres
FACILITY: 12,310 S.F.
$4,725,942



The Warren Group was selected to provide Development Strategy, Master Plan, and Full design services for a 5+ acre development on the north side of Pharr Texas. The project includes a 2-acre French-inspired park, a 400-seat Amphitheater, and a 12,310 S.F. Community Center that is designed to grow into a 30,000 S.F. Facility to later house city services and education testing center. This project is unique in its nature: the park is provided with electrical outlets throughout to accommodate market days and other activities. The Amphitheater has been designed with the latest sound and IT technology for concert performances and outdoor wellness programs. This park has quickly become a source of community pride and a popular destination for school and University wellness programs.

ARCHITECT - TWG

VETERANS AFFAIRS – DOMICILIARY SERVICES

Houston, Texas

COMPLETION:
AUGUST 2023

SERVICES
PLANNING,
SUSTAINABILITY - GGBC
FULL DESIGN SERVICES

RELEVANT TEAM
LAURA WARREN
NATANAEL PEREZ
CRYSTAL CHAVEZ

PROJECT SIZE-BUDGET
SITE AREA: 5.14 Acres
FACILITY: 53,000 S.F.
$17,875,000

SUSTAINABILITY:
GREEN GLOBES



The Warren Group was selected to design a new 53,000 S.F. in Houston, Texas. This facility was delivered under a P3 (Public-private-partnership) scenario. The facility serves as a VA Domiciliary Facility serving US Veteran's Community. The state- of the art building is located on a 5.14 acre site at 4320 Old Spanish Road. It is designed to meet a Two – Green Globe certification by the Green Building Council. The site is provided with separate resident and public parking spaces, an outdoor trail. The resident areas have medical care, education facilities and living quarters. This project design was completed in the middle of the COVID crisis. Our team had to identify multiple ways to address the steel structure as many types of joists were scarce, and the mechanical roof top equipment was not only a long-lead item but was scarce as well. Our team worked with the General Contractor and multiple suppliers to find the most reliable and available RTU equipment that met the deadlines, and the Green Globes requirements. Point of Contact: John Sabty, Founder-Managing Partner, Address: 503 S Saginaw St, Ste 600, Flint, MI 48502, Telephone: (810-239-1199.

LANDSCAPE ARCHITECT/WAYFINDING SIGNAGE/PARKING CONSULTANT - WGI



CITY OF GEORGETOWN AUSTIN AVENUE PARKING GARAGE

Georgetown, Texas

The City of Georgetown is surrounded by one of the fastest-growing urban areas in the country. The historic Town Square area is home to numerous retail and restaurant venues, local and county festivals, and special events - including the annual Red Poppy Festival that draws upwards of 30,000 people per day—due to rapid growth and increasing pressures on its downtown parking system, the City of Georgetown selected WGI to perform a downtown parking study and develop a Downtown Parking Management Plan. WGI was also selected to lead the design of the City's first parking structure in the heart of its growing downtown.

WGI designed a new, state-of-the-art parking structure providing 315 parking spaces on five levels. The structure includes 4,000 square feet of finished space for City functions and has a below-grade level along with a top-level that is setback to minimize the perceived height. The architecture celebrates the City's modern urban infill and historic downtown heritage.

REFERENCE
City of Georgetown
Jennifer Bettiol
p. 512.930.6681
e. jennifer.bettiol@georgetown.org

PROJECT DATES
2022 - Present

ROLE
Prime Consultant
Architecture
Civil Engineering
Landscape Architecture
MEP Engineering
Parking Design & Planning
Structural Engineering

TOTAL COST
Construction Cost: $20M

LANDSCAPE ARCHITECT/WAYFINDING SIGNAGE/PARKING CONSULTANT - WGI



BEXAR COUNTY PARKING GARAGE

San Antonio, Texas

The Bexar County parking structure provides 740 parking spaces for County government employees on 8 levels above grade. The ground floor of the facility houses 34,000 square feet of occupied space for the Bexar County IT department and a fitness center. The parking garage, located just off the historic courthouse square, offers convenient parking for Bexar County judges and employees. The garage also serves visitors during non-business hours. Due to the expansive soil conditions encountered at the site and to mitigate potential vertical floor movements, the ground level floor consists of a suspended post-tensioned concrete floor system. A vehicular express ramp was required from Level 1 to 2 to provide sufficient ceiling height for the occupied space on Level 1. Architectural finishes include stone limestone veneer panels selected to match the adjacent Bexar County Archives Building.

REFERENCE
Bexar County
Dan Curry
Facilities Management Director
p. 210.335.6735
e. dcurry@bexar.org

PROJECT DATES
2017-2021

DATA
Levels 8
Spaces 740

ROLE
Parking Consultant
Structural Engineer

TOTAL COST
$16M

Project Highlights:

- Precast concrete construction provides high quality finishes and speed of construction, while minimizing on-site disruption, 34,000 SF at Level 1 for office space for Bexar County IT and the county Wellness Center space.
- Express ramps provide vertical traffic circulation to create headroom of the Level 1 occupied space.
- Three-bay parking configuration with one-way circulation around the perimeter and center parking ramps with two-way traffic and post-tensioned suspended slab at grade.

LANDSCAPE ARCHITECT/WAYFINDING SIGNAGE/PARKING CONSULTANT - WGI



CITY OF FRISCO DOWNTOWN PARKING GARAGE

Frisco, Texas

The parking garage is a cast-in-place PT, five-level garage with an exterior façade that is consistent with the theme of the downtown rail district. The parking garage provides 458 spaces for public and event parking in downtown Frisco. The parking garage has 4,538 SF of retail space on the ground level. The parking garage also includes a mobility hub in the SE corner of the parking garage.

PROJECT HIGHLIGHTS

- ◊ Ground Level Retail
- ◊ Special Event Parking Design
- ◊ Mobility Hub
- ◊ Unique Integration with the 4th Street Plaza Project
- ◊ Challenging Site Topography

REFERENCE
City of Frisco
Daniel Ford
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Frisco, TX 75034
p. 972.292.5000
e. dford@friscotexas.gov

PROJECT DATES
Design: January 2024 - Ongoing
Construction: January 2025 - Ongoing

DATA
Levels 5
Spaces 458

ROLE
Architecture, MEP Engineering
Parking Design, Structural Engineering

TOTAL COST
Construction Cost: $25M

5

5.0 CRITERION:
THE RESPONDENT'S KNOWLEDGE OF CURRENT CONSTRUCTION METHODS AND TECHNOLOGY

CATAMOUNT
CONSTRUCTORS INCORPORATED

5.0 CRITERION:
The respondent's knowledge of current design or construction methods and technology: (Note: Do not limit your responses to these five specific questions. Provide information on your operational procedures that are beneficial and applicable to this project.)

5.1 Demonstrate the specific methods and techniques you intend to utilize to plan and schedule on-time delivery of this project; achieving the City's goals on time and on budget.

PROJECT APPROACH

Upon award, Catamount would like to host a stakeholder's kickoff meeting and invite the entire team, including the owner and the design team, so that we can together establish project protocols and chains of command moving forward. The meeting would be precluded by a pre-approved agenda so that we are considerate of each team member's time constraints.

Our approach to foster teamwork also includes open communication, so that when project problems may arise, we can communicate the facts quickly and provide proposed resolutions for prompt decisions. This type of messaging allows trust and connectivity to be built amongst all team members.

Beyond staying organized through well-documented meetings, Catamount will keep the team updated through daily pictures and reporting that are available in Procore. We will also share weekly reports that are distributed each Friday and a monthly snapshot report that is submitted with the monthly pay application. All of these items can be shared with extended team members, as needed, along with real time photos posted to Procore.

MAINTAINING SCHEDULE

The schedules we provide our clients are not only realistic but achievable. Our subcontractor partners can complete work within a realistic schedule and protect the project from unnecessary delays. Our team looks for opportunities to accelerate work resulting in float advantages for unforeseen schedule impacts. These partners also know that our schedules are accurate and plan to be on-site and productive. This reduces re-work and deficiency work on the project, resulting in an on-time construction schedule which enhances the ability for a successful project.

Catamount utilizes Microsoft Project to create our master schedules. The master schedule is updated monthly, or more frequently as the need dictates by project performance or client preference. The master schedule is reviewed each month in our management team meeting. Additionally, each week the Superintendent generates a detailed three-week schedule/task list to comply with the overall master schedule. This schedule is reviewed in a weekly subcontractor meeting and distributed to each project team member. Depending on project type or complexity, specific schedules may be generated for designated areas within a project that may be time sensitive or essential to maintaining the project schedule. Catamount provides weekly updates with comments on the project's status and corresponding project photos.

The schedule on the project becomes a comprehensive tool detailing sequencing, interdependencies, and durations with all construction activities. The schedule is reviewed and updated on a continual basis during our regularly scheduled construction meetings.

SCHEDULE RECOVERY

Schedules provide a minimum of 10% float during construction. This float is the amount of the time a work activity can slip without moving the completion date. Float will be monitored through the three-week rolling schedule report. If negative float is identified, the project team will develop a recovery plan detailing how we are going to be back on schedule by the end of the following month. The Project Manager will submit a Recovery Plan to the City of Edinburg clearly describing all of the scheduling changes or work plans to ensure completion by the contract substantial completion date.

5.2 Demonstrate your approach for developing bid packages and the Guaranteed Maximum Price (GMP) proposals and describe specific advantages for the City.

PROVIDING A GMP EARLY IN THE DESIGN PHASE

Upon award, we will begin providing a cost model based on the schematic design package. We provide updated full estimates at 50% DD, 100% DD, 50% CD and GMP (90-100% CD). Each estimate includes a tracking sheet outlining all changes from the previous baseline estimate, and a value engineering list.

We are confident in our ability to provide accurate pricing data and work with our clients to provide GMP pricing at any point in the preconstruction phase. The key to a successful GMP prior to Construction Documents is the team's communication in regards to developing design, allowances, contingency, and unforeseen issues.

Catamount will establish an initial control estimate and all future estimates will variance in detail back to the original benchmark. Our first estimate, in this case an Opinion of Cost, will have appropriate scope coverage

where known along with allowances where documents are unclear. We pride ourselves on the final GMP/ contracted amount being within a small percentage of the initial estimate. **We do not take the common approach of pricing just what's on the documents.** Instead, we have uncovered areas where there may be increased costs as design is refined or plan conflicts are resolved.

5.3 Demonstrate your cost control system used on similar projects in the past, and describe your system and processes that will ensure that the executed GMP Proposals will be within the City's budget established for this Project.

COST CONTROL

We are stewards of the City of Edinburg's money, and we take that role very seriously. Therefore, we continue to be proactive when it comes to cost management in the following ways:

- Identification of existing conditions in order to avoid surprises later.
- Comprehensive subcontractor buyout needed to capture shown and inferred scopes we know will be required to complete the project.
- Thorough vetting of subcontractor change pricing; regardless of the source of a change, we will review sub pricing, unit prices, take off quantities, scope, and allowable mark ups. This will ensure that pricing is not only commensurate with the work, but fair and transparent. Additionally, we will proactively mitigate and/or eliminate changes to the extent possible.
- We maintain detailed cost records and are responsive with pay application reviews and audits, and are transparent about project costs.

5.4 Describe your company's quality assurance program. What are your company's protocols and procedures, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For a minimum of one of the projects listed in response to this Section 6, provide specific examples of how these techniques were used.

QUALITY ASSURANCE

Quality assurance begins during the design phase of the project. As the design progresses, our Operations Team will develop a Project Specific Quality Control Program. Prior to the start of work for all the trades, we will hold a pre-installation conference to review product data, shop drawings, the Project Specific Quality Control program, third party inspection requirements, and other specific topics that will affect quality.

QUALITY ASSURANCE / QUALITY CONTROL

Catamount's Quality Assurance/Quality Control (QA/QC) Plan is a three-phase process:

Preparatory meetings are conducted shortly before the definable feature of work (DFOW) begins. The intent is to set expectations between the subcontractors and design team regarding sequencing, submittal review, scope of work, and safety. The second phase of the plan is the initial inspection (a first-walk inspection) which is held in the field shortly after the work has begun and is where we set the standard for work installation. The third phase of the plan is follow-up inspections. These are walk-thrus to review work-in-place and verify continued compliance to the contract documents. Each project customizes the required DFOW such as weather barriers, building envelope, concrete, roofing, wall finishes, and flooring. Mock-ups are created for specific DFOW's such as building sections, flashing, flooring transitions, and color verification for acceptance by the design team, third party consultants, and testing agencies as applicable.

As we progress in our coordination and find conflicts affecting either the architectural integrity of the design or the mechanical operation of the systems, we engage the design team and MEP subcontractor partners to resolve the issues through the RFI process to which all designated team members have access. The goal is to eliminate any issues during the installation of MEP systems and provide a system meeting or exceeding expected performance criteria and maintaining the architectural integrity.

Our Superintendent is responsible for daily QA/QC with oversight by our Project Manager as well as the Project Engineer. The project team will set-up the QA/QC Plan which includes continual/final field inspections.

All non-conforming work will be photographed, entered into Procore, documented in the deficiency log, reviewed regularly and any non-conforming work is immediately addressed with the responsible subcontractor. Most non-conforming work is resolved immediately. In the event the non-conforming work requires more time to resolve, a formal non-conformance report is issued to the subcontractor's on-site quality assurance person and their office with a date of completion that will not impact the sequencing, flow of work, or overall schedule. The deficiency log is presented and discussed at the weekly subcontractor meetings. Once repaired or fixed, the non-conformance item is photographed and documented as complete.

5.5 Describe your approach to value engineering and the services you offer to reduce the overall construction cost in order to meet the City's budget goals.

As part of the services provided during preconstruction, Catamount provides value engineering services, as well as suggesting alternates.

After the scope of work has been finalized, Catamount will work with the City of Edinburg, the Design-Build Team, and major subcontractors to develop a list of potential suggestions for review. Catamount will then complete detailed studies that will provide the necessary cost, schedule, and quality information so that the City of Edinburg will be making informed decisions on relevant information.

We strive to meet our client's goals at the most efficient price. On a recent adaptive reuse project, we suggested using a wind vented roof system for the 200,000 SF warehouse in West Midtown. Catamount was the only general contractor to propose this roof alternate, which saved the client over $1 MM. This value engineering idea was a large factor in receiving the project award, as it highlighted our commitment to finding the best solutions for our clients.

6

6.0 CRITERION:
THE RESPONDENT'S KNOWLEDGE OF INNOVATIVE DESIGN OR CONSTRUCTION METHODS INCLUDING SUSTAINABLE CONCEPTS

CATAMOUNT
CONSTRUCTORS INCORPORATED

6.0 CRITERION: Innovative Methods or Technology including Sustainable Concepts:

6.1 Demonstrate innovative design or construction methods developed by your team that will be advantageous in the execution of this project.

Recognized as one of the most respected and experienced parking consultants in the industry, WGI is staffed with uniquely qualified parking consultants, architects, planners, and engineers. Our national reach and specialty focus on complete parking solutions have given us the in-depth experience and exposure to new technology and processes necessary to develop a modern and durable parking garage design that fits into the architectural fabric of the City and provides users with an extraordinary experience.

OVERALL DESIGN AND PARKING PHILOSOPHY. We recognize that parking considerations within the City are a critical master planning component for revitalizing the downtown urban core. WGI designs parking solutions centered around people and the places they connect. Our design team employs a fundamental philosophy that orients the parking structure to people—users, owners, and the community.

The users' primary concerns include having convenient access to a parking space in a safe environment close to their final destination. This is accomplished through architectural placemaking, strategic wayfinding, location of amenities and other use areas, and integrated traffic and mobility accommodations. Design features that establish a user-friendly parking experience include clear span construction for a greater sense of openness and natural light, as well as passive security features such as bright lighting and visibility at stair and elevator towers.

Owner concerns include long-term durability and facility maintenance, as well as economical initial cost and low operating cost considerations. We can start to address these concerns by understanding how design decisions impact operational costs, collaborating with the City and key stakeholders for final implementable design solutions, selecting systems for minimal environmental impact, and detailing an efficient, durable, and low-maintenance structure.

This garage needs to be a good neighbor. Contextual thoughtfulness and appropriate design decisions play a large role in this compatibility. WGI will design a facility in harmony with the aesthetics and character of the surrounding architecture and comply with the City's standards. Our design will also accommodate vehicular and pedestrian interfaces with adjacent roadways, planned connectivity, and traffic configurations. Our functional design expertise will ultimately provide a detailed evaluation of alternative functional schemes, contribute to optimum design efficiency, lower construction cost per space, build in resiliency, and increase your return on investment.

ARCHITECTURAL AND FUNCTIONAL DESIGN. Our architectural design approach for the new parking garage will look to subtle cues from the surrounding context and landscape and proceed with an understanding of the future City brand and innovative aesthetic realized by upcoming projects to revitalize the City's downtown urban core. WGI is excited about the opportunity to contribute our design abilities to this downtown vision. Understanding architecture as a culmination of both function and form will drive our thoughtful and intentional design decisions with a keen focus on placemaking and user experience.

The preliminary planning, programming, and design phases for this project will consist of our design team working to best understand project goals and their associated impacts on the City. This involves investigating alternative architectural and functional parking concepts as we finalize the functional parking layout. In doing so, our team will consider structure orientation and scale, quantity and size of parking stalls, pedestrian and vehicle circulation, technology, mixed-use frontage areas, micromobility and multi-modal accommodations, amenities in coordination with adjacent sites, compatibility within the context, possible future uses, and architectural character.

STRUCTURAL ENGINEERING. Several important structural design considerations related to durability and long-term maintenance must be incorporated early in the design. The structure will be collaboratively designed to provide a balance between initial and life-cycle costs. Design features such as positive drainage, effective joint sealant systems, penetrating sealers, adequate reinforcing steel coverage, and selection of finished materials are vital to long-term performance. Parking garages are particularly vulnerable to volumetric change forces such as thermal expansion and contraction. Proper detailing of expansion joints and placement of rigid elements are important components of the structural design.

To achieve an economical parking garage structure, the structural, architectural, and functional designs must be integrated early in the process. This includes the structural system selection, use of structural elements as part of the architectural facade, structural grid to accommodate efficient parking, repetitive structural detailing, and material selections to complement construction schedule and sequencing.

MECHANICAL/ELECTRICAL/PLUMBING/FIRE PROTECTION (MEP/FP) ENGINEERING. WGI will design the parking garage utilizing trusted MEP/FP solutions for both the frontage use and parking areas. We understand how to select engineered, energy-efficient systems for mixed-use parking garage facilities with initial cost and operating cost considerations in mind. Existing locations and tie-in points for utilities will be coordinated with site disciplines for the most efficient routing configurations and placement of visual appurtenances such as utility transformers and lift stations on the site. We will also coordinate final systems selections with sustainability concepts and Parksmart requirements. For instance, we will coordinate solar power accommodations with vendors, turn-key contractors, and the local power service company to achieve desired results.

MICROMOBILITY AND MULTI-MODAL. WGI will collaborate with the City on a parking garage design that incorporates mobility features to enhance downtown as a pedestrian-friendly urban core and help support alternative modes of transportation. Potential multi-modal features include a cycle center, which could offer rentals, showers/lockers, maintenance, and safe cycle storage. The garage could also accommodate micromobility with safe, dedicated areas for scooter/bicycle parking/staging, real-time parking utilization information, and a transit stop.

6.2 Identify if any members of your team are involved in any research or education initiatives that provides resources beneficial to this project.

N/A.

7

7.0 CRITERION:
THE QUALITY OF REFERENCES FROM PAST CUSTOMERS OF RESPONDENT

CATAMOUNT
CONSTRUCTORS INCORPORATED

7.0 CRITERION:
The quality of references from past customers of respondent:

7.1 Provide a customer reference list of no less than three (3) organizations with which respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past five (5) years. The reference list shall include company name, contact person, and telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).

CATAMOUNT REFERENCES

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HALFF REFERENCES

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john.niesen@hdrinc.com

City of McAllen
Roel “Roy” Rodriguez, PE, City Manager
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roel_rodriguez@mcallen.net

Cushman & Wakefield of Texas, Inc.
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TWG REFERENCES

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Maria.rangel@pharr-tx.gov

Hidalgo County
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John.niesen@hdrinc.com

McAllen International Airport
Owner: City of McAllen,
Elizabeth Suarez Chief Executive Officer
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esuarez@mcallen.net

Center for Education & Economic Development - CEED
Owner: City of Mission, Economic Development
David Silva President/CEO, RGV Partnership
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WGI REFERENCES

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UTRio Grande Valley
Facilities Planning & Construction Department

November 30, 2022

Re: Halff Associates

To Whom It May Concern:

Halff Associates successfully provided MEP engineering services on multiple projects for the University of Texas Rio Grande Valley campuses. One notable project was the UTRGV Library HVAC Renovation. The project involved the demolition of the mechanical rooms on the 2nd and 4th floors of the library. Mechanical work includes new air handling units, duct works, duct heaters, single duct boxes, and pumps—electrical work includes a new switchboard, utility transformer, and panels.

As a result of Halff Associates' commitment and solid design and construction administration services on this and other projects, they have recently been awarded an On-Call contract to provide MEP engineering services for UTRGV Campuses.

The entire Halff Associates team has been an asset and an integral part of the overall success of the projects they have provided services on.

We look forward to working with Halff Associates in the future and highly recommend their services.

Sincerely,

Gerardo M. Rodriguez, Jr.

Gerardo M. Rodriguez, Jr., AIA

The University of Texas Rio Grande Valley

Assistant VP for Strategic Space Planning

Facilities Planning & Construction

CITY OF ALTON
TEXAS
509 S Alton Blvd. Alton, TX 78573 • Tel (956) 432-0760 • Fax (956) 432-0766 • www.alton-tx.gov

Salvador Vela
Mayor

Arturo Galvan Jr.
Mayor Pro Tem
Ricardo Garza
Commissioner
Richard Arevalo
Commissioner
Emilio Cantu, Jr.
Commissioner

Jeff Underwood
City Manager

November 20, 2024

To Whom It May Concern,

I am submitting this letter of reference on behalf of Halff Associates Inc. (Halff). I worked directly with Halff on the following project:

Josefa Garcia Park

Halff provided value by bringing the project in on time and on budget. They provided excellent engineering services throughout the process and were involved from the planning phase to project closeout. I will gladly provide additional details regarding Halff's performance on the above-referenced project. I highly recommend Halff Associates, Inc. for all of the services covered under this RFQ.

If you have any questions please do not hesitate to contact me at (956) 432-0760.

Sincerely,

Jeff Underwood,
City Manager

McAllen International Airport

December 11, 2019

RE: Letter of Reference

To Whom It May Concern:

This letter serves as a recommendation for The Warren Group Architects, Inc. (TWG). Mrs. Laura Nassri Warren, AIA, President, is highly regarded in her profession for her knowledge, innovation, integrity, and leadership in providing architectural services.

I have had the pleasure of working with Mrs. Warren and her team as the project architect and AE team leader for several projects at the McAllen International Airport. TWG met our expectations in executing project goals and timelines while meeting federal and local protocol and codes. Mrs. Warren's communication skills in coordinating with all authorities ensured a prompt delivery execution.

The McAllen International Airport appreciates the professional manner in which TWG approached and delivered the airport projects and offers the high recommendation as an asset to any establishment.

Please do not hesitate to contact me at (956) 681-1521 if there are any questions.

Sincerely,

Jeremy A. Santoscoy, P.E., CFM
Deputy Director of Aviation

2500 South Bicentennial, Suite 100, McAllen, Texas 78503
Phone: (956) 681.1500 Fax: (956) 681.1510

8

8.0 CRITERION:
THE DEMONSTRATED ABILITY OF THE RESPONDENT TO MEET BUDGETS AND SCHEDULES ON PAST PROJECTS

CATAMOUNT
CONSTRUCTORS INCORPORATED

8.0 CRITERION:
The demonstrated ability of the respondent to meet budgets and schedules on past projects:

8.1 Describe your plan for meeting or improving the City's proposed schedule for design and/ or construction. If you propose to improve the schedule, describe your system for maintaining quality of services, materials or workmanship, and demonstrate its successful application on similar projects in the past.

Catamount Constructors, Inc., strives to deliver a quality product, on time or ahead of schedule, as allowed in our contractual agreements. We aim to achieve successful outcomes in these areas to ensure client satisfaction and the development of trusting relationships for the future. Within the RFQ for The City of Edinburg - Downtown Parking Garage, the delivery milestones show Substantial Completion to be achieved in 12 months, however, we believe the project this project can reach Substantial Completion in approximately 10 months. We believe this schedule is appropriate and achievable through effective coordination with consultants and stakeholders in the design phase, along with effective collaboration with stakeholders throughout the construction phase. By ensuring the quality of design documents and planning of the work, we will mitigate challenges in the field and deliver expeditiously. Quality is what is remembered on projects once the job is complete and cannot be compromised at any stage of the project. We have a saying at Catamount, that "if you don't have time to do it RIGHT the first time, when are you going to have time to fix it?". We focus on Quality Control and Quality Assurance by implementing monthly site evaluations with our internal QA/QC professionals and address any deficiencies, as promptly as possible. Catamount is very diligent on documentation and reporting back to our project stakeholders and bring up challenges for communication purposes along the way – as there are times that we need other stakeholders to help guide the direction and / or assist in navigating complex challenges. We look to our project stakeholders as a collaborative team, that is instrumental in helping guide decision making in the best interest of the owner. Historically, Catamount has completed our projects within the allowable time frame, and often ahead of schedule. As project changes are implemented by Owners, or as jurisdictional or Force Majeure issues arise that cause delays to the original base-line schedule, we communicate these items and work in the best interest of the stakeholders. It is through good partners and great communication that successful delivery occurs!

8.2 Describe the way in which your firm develops and maintains project schedules. How and when do you update schedules?

MAINTAINING SCHEDULE

The schedules we provide our clients are not only realistic but achievable. Our subcontractor partners can complete work within a realistic schedule and protect the project from unnecessary delays. Our team looks for opportunities to accelerate work resulting in float advantages for unforeseen schedule impacts. These partners also know that our schedules are accurate and plan to be on-site and productive. This reduces re-work and deficiency work on the project, resulting in an on-time construction schedule which enhances the ability for a successful project.

Catamount utilizes Microsoft Project to create our master schedules. The master schedule is updated monthly, or more frequently as the need dictates by project performance or client preference. The master schedule is reviewed each month in our management team meeting. Additionally, each week the Superintendent generates a detailed three-week schedule/task list to comply with the overall master schedule. This schedule is reviewed in a weekly subcontractor meeting and distributed to each project team member. Depending on project type or complexity, specific schedules may be generated for designated areas within a project that may be time sensitive or essential to maintaining the project schedule. Catamount provides weekly updates with comments on the project's status and corresponding project photos.

The schedule on the project becomes a comprehensive tool detailing sequencing, interdependencies, and durations with all construction activities. The schedule is reviewed and updated on a continual basis during our regularly scheduled construction meetings.

PROGRAM CONTROL AND MANAGEMENT

The program control and management tracking systems are a critical component of any project. Therefore, Catamount is committed to maintaining a system that enables seamless monitoring and analysis of schedule, cost, and performance throughout the project's lifecycle.

In an effort to facilitate transparent and consistent communication throughout the project, a detailed weekly report will be shared with the City with critical information pertaining to the job, including: progress photos, schedule updates, critical items of importance, change order updates, and budget tracking. Upon commencement of the project, the Catamount project team will initiate a conversation with the City in order to tailor the weekly report to your specific needs and expectations. Weekly subcontractor meetings are also

prioritized to ensure that all project stakeholders remain synchronized.

Catamount also utilizes an electronic system that is both user-friendly and easy to navigate. Our primary management tool, Procore, acts as a one-stop-shop for all parties involved to have real-time access to jobsite photos, daily logs, RFI responses, submittals, observations, and pre-punch list items. This enables us to track subcontractor performance and proactively resolve potential challenges as they emerge. Procore can be accessed by all parties throughout the entirety of the lifetime of the project.

At the beginning of the project, Catamount will utilize Procore to create a submittal log to track all material and lead times. This enables us to backfill dates on when we need submittal approvals, allowing us to maintain the given schedule. The schedule is updated weekly in Procore and will include any relevant updates. As stated earlier, these updates are also included in the City's weekly report, ensuring seamless communication and transparency.

Procore's budget tool provides real-time cost analysis, including necessary change order updates, tracking all expenses, and providing all stakeholders with the opportunity to address any potential budgetary challenges swiftly and effectively.

Any and all RFIs relevant to the project are also uploaded into Procore and shared with all parties, so that the City and the Design-Build Team can monitor and receive real-time responses to RFIs. This enables us to stay ahead of both the total project cost and potential impacts on the schedule. Catamount also uses the Briq dashboard, which uses Procore to summarize all the key information from the project. Briq is an AI based platform that combines financials and operational input. It provides real-time comparisons of critical measures such as work in place, schedule milestones, and manpower to the City of Edinburg - Downtown Parking Garage project. Briq benefits the project by keeping the executive oversight team engaged on a high-level of where the project stands from a budget and schedule perspective.

8.3 Describe your company's cost control philosophy, how is it carried out, and how success in keeping this philosophy is measured. Describe the extent of your cost estimating services in terms of the development of the estimates, updating/validation throughout the preconstruction and construction phases and your overall accountability related to controlling project cost. Include specific examples of scheduling challenges, and how your firm helped solve them.

COST CONTROL

We are stewards of the City of Edinburg's money, and we take that role very seriously. Therefore, we continue to be proactive when it comes to cost management in the following ways:

- Identification of existing conditions in order to avoid surprises later.
- Comprehensive subcontractor buyout needed to capture shown and inferred scopes we know will be required to complete the project.
- Thorough vetting of subcontractor change pricing; regardless of the source of a change, we will review sub pricing, unit prices, take off quantities, scope, and allowable mark ups. This will ensure that pricing is not only commensurate with the work, but fair and transparent. Additionally, we will proactively mitigate and/or eliminate changes to the extent possible.
- We maintain detailed cost records and are responsive with pay application reviews and audits, and are transparent about project costs.

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After the scope of work has been finalized, Catamount will work with the City of Edinburg, the Design-Build Team, and major subcontractors to develop a list of potential ideas. Catamount will then complete special studies that will provide the necessary cost, schedule, and quality information so that the City of Edinburg will be making informed decisions on relevant information.

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9

EXECUTION OF OFFER LETTER AND AGENT CERTIFICATION

CATAMOUNT
CONSTRUCTORS INCORPORATED

Execution of Offer Letter and Agent Certification
A. Signed and Completed Execution of Offer (ref. Section 5)
B. Certifications
1. Bonding Agent Letter (ref. paragraphs 3.3)
2. Insurance Agent Letter (ref. paragraphs 3.3)

SECTION 5
EXECUTION OF OFFER
CITY OF EDINBURG, TEXAS

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S RFQ. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR RFQ.

1. By signature hereon, the respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein, and as set forth in the Design-Build Statute.

2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or City representative in connection with the submitted RFQ. Failure to sign hereon, or signing with a false statement, shall void the submitted RFQ or any resulting contracts, and the respondent shall be removed from all vendor lists of the City.

3. By signature hereon, respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the City's option, may result in cancellation of any resulting contract or purchase order.

4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the RFQ directly or indirectly to any competitor or any other person engaged in such line of business.

5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this RFQ.

7. By signature hereon, the respondent certifies as follows:

   "Under Section 231.006, Texas Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

   "Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and

acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

"Under Section 2254.004, Texas Government Code, the respondent certifies that each individual or business entity which is an engineer or architect proposed by respondent as a member of its team was selected based on demonstrated competence and qualifications only."

8. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the City, or the respondent has not been an employee of the City within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the City entering into any contract with the respondent.

9. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 3.102, Article 601b, V.T.C.S.)

10. The respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.

11. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Complete the following:

FEI No: 58-2288306

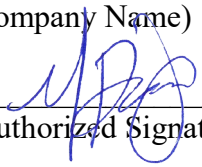
If Sole Owner:
SS No: _____

If a Corporation:
State of Incorporation: Colorado

Charter No: _____

Submitted By:

Catamount Constructors, Inc.
(Company Name)


(Authorized Signature)

Michael Dixon
(Printed Name)

Vice President - San Antonio
(Printed Title)

January 28, 2025
(Date)

15510 Vance Jackson Rd., Bldg. 2, Ste. 100
(Street Address)

San Antonio, TX 78249
(Owner, State, Zip Code)

210.277.8907
(Telephone Number)

Sterling Seacrest Pritchard

2500 Cumberland Parkway SE
Suite 400
Atlanta, GA 30339

678.424.6500 office
678.424.6527 fax

www.sterlingseacrest.com

April 2, 2024

To Whom It May Concern:

It is our pleasure to confirm that Catamount Constructors, Inc. is a client in excellent standing with Berkshire Hathaway Specialty Insurance Company, as its surety, through our agency. Berkshire Hathaway Specialty Insurance Company is rated by the A. M. Best Company "A++" (Superior) XV, is licensed to do business in all 50 states, and approved by the U.S. Treasury as surety on federally funded projects as listed in the Federal Register, "Circular 570".

Catamount's management team and principals have an excellent operating history and extensive experience managing large individual projects across the US. Based on this experience, the company's financial strength, track record, and business plan for 2024, we are pleased to confirm that Berkshire Hathaway Specialty Insurance Company is prepared to support contract payment and performance bonds on individual projects upwards of $150 million within aggregate work programs of $800 million.

Please note that the actual execution of bonds is conditioned upon review and acceptability of contract documents, bond forms, financing arrangements, and other underwriting considerations at the time of the award. Any decision regarding the extension of surety credit is a matter between Berkshire Hathaway Specialty Insurance Company and Catamount Constructors, Inc. and no liability attaches to third parties.

We are pleased to provide this information on behalf of Catamount Constructors, Inc. Catamount enjoys an excellent reputation among its owner, architect, and subcontractor partners and is a firm with whom we are proud to be associated. If you have any questions or need anything further, please let me know.

Sincerely,

Douglas L. Rieder

Douglas L. Rieder
Executive Chairman | Co-Founder
Attorney In Fact, Berkshire Hathaway Specialty Insurance Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2024

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	CONTACT NAME: Moody Insurance Agency	
Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	PHONE (A/C, No, Ext): (303) 824-6600	FAX (A/C, No): (303) 370-0118
	E-MAIL ADDRESS: certrequest@moodyins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Greenwich Insurance Co	
	INSURER B : XL Specialty Insurance Co	
	INSURER C : Indian Harbor Insurance Co	36940
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Catamount Constructors, Inc. 1527 Cole Boulevard Ste 100 Lakewood CO 80401

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **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:			CGD740929110	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAH740929210	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			US00066642LI24A-See Attached	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CWD742900402	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractors Professional/ Pollution (Claims Made)			CEO744635006	03/01/2024	03/01/2025	Limit SIR	$5,000,000 $100,000

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

CERTIFICATE HOLDER

FOR INFORMATION PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Moody Insurance Agency

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MISCELLANEOUS FORMS / EXHIBITS / ADDENDA

CATAMOUNT
CONSTRUCTORS INCORPORATED

CONFLICT OF INTEREST
DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: January 28, 2025

Company/Vendor Name: Catamount Constructors, Inc.

Printed Name and Title: Michael Dixon, Vice President - San Antonio

Authorized Signatory: _____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Michael Dixon, Vice President - San Antonio / Catamount Constructors, Inc.
(Full, correct legal name)

- Address: 15510 Vance Jackson Rd., Bldg. 2, Ste. 100
  San Antonio, TX 78249
- Telephone/Fax: 201.277.8907 / 210.829.0811
- Email address: michael.dixon@catamountinc.com

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

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

4. Where is the Company's corporate headquarters located? Lakewood, Colorado

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

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

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

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

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

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

   Name: Michael Dixon, Vice President - San Antonio
   Address: 15510 Vance Jackson Rd., Bldg. 2, Ste. 100, San Antonio, TX 78249
   Telephone:210.277.8907
   Fax: 210.829.0811
   Email: michael.dixon@catamountinc.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (X).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

HOUSE BILL 89 VERIFICATION

I, Michael Dixon, Vice President - San Antonio, the undersigned representative of Catamount Constructors, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Michael Dixon, Vice President - San Antonio

TYPE/PRINT NAME AND TITLE:

January 28, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Michael Dixon, Vice President - San Antonio, the undersigned representative of

Catamount Constructors, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Michael Dixon, Vice President - San Antonio

TYPE/PRINT NAME AND TITLE:

January 28, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Michael Dixon, Vice President - San Antonio, the undersigned representative of

Catamount Constructors, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Michael Dixon, Vice President - San Antonio

TYPE/PRINT NAME AND TITLE:

January 28, 2025

DATE:

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Michael Dixon, Vice President - San Antonio being first duly sworn, deposes and says that: *(Name)*

(1) He is Vice President of Catamount Constructors, Inc., the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Vice President - San Antonio

Subscribed and sworn to me this 28th day of January 20 25.

By: Sonia Yvette Carrasco

Notary Public _____

SONIA YVETTE CARRASCO
Notary Public, State of Texas
Comm. Expires 11-08-2026
Notary ID 2068675

My commission expires November 8, 2026

*Response required

*4.4.9. If awarded the 1295 form will need to be provided.**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

☒ Yes
☐ No

*Response required

4.4.10. Please review the attached sample contract agreement

Please download and review the attached document.

- Sample_Agreement.pdf

*4.4.11. Does your organization have any objections to the draft Design-Build Agreement language or structure between the Contractor and the City of Edinburg included in question 4.10. of this solicitation? **

☒ Yes

☐ No

*Response required

*4.4.12. To facilitate an expedited negotiation process please provide comments related to objectionable language if the answer to the above question is Yes.**

*Response required

*Mutual waiver of consequential damages (Agreement §22.13). Proposed language of fourth paragraph: "This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with any provision of the Contract Document. Nothing contained in this Section 22.13 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents. The waiver of consequential damages contemplated by this Section 22.13 shall not apply to damages resulting from (i) claims for personal injury or damage to the property of third parties for which the Contractor owes indemnity under Section 7.7.15 of the General Conditions; or (ii) claims that arise or result from fraudulent acts or willful misconduct of Design-Build Contractor or its employees."

*Limitation of liability (Agreement §22.14). Delete the fourth paragraph (re: insurance proceeds) – the second paragraph (re: indemnity) should be sufficient.

*Indemnity (Exhibit B 1 §7.7.15). Needs to be aligned with AIA A201 §3.18.1. Proposed language: "Contractor covenants and agrees to fully indemnify and hold harmless the Owner and Owner's agents and employees from and against third-party claims, costs, damages, losses, expenses, fees, fines, penalties, demands, and causes of action, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is also caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights, defenses, or obligations of indemnity that would otherwise exist as to a party or person described in this Section 7.7.15."

*Trenching indemnity (Exhibit B 1 §9.7.2). No – the indemnity owed under §7.7.15 is sufficient; Catamount will undertake separate or additional indemnity just because the accident occurs in a trench. Bottom line – if we are not negligent, we will not indemnify.

*Contractor's remedy for delay (Exhibit B 1 Article 24 – focus on §24.1 and sub§s thereunder). Catamount would like to negotiate time and general condition costs associated with delays outside of our control.

*Liquidated damages (Exhibit B 1 §24.4). Catamount would like to negotiate a reasonable grace period and a reasonable cap on liquidated damages. Please delete §24.4.2. Please delete §24.4.3.

*Proof of financing (not in contract documents). Catamount requests to negotiate a provision analogous to AIA A141 §7.2.7. Proposed language: "Prior to the execution of any Design-Build Amendment, Owner shall furnish to the Design-Build Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract Document and the Design-Build Contractor's Proposal. This evidence may include verified and notarized affidavits from the City Controller (or equivalent) averring that the City budget includes sums requisitioned for the subject project. Thereafter, the Design-Build Contractor may only request such evidence if (1) the Owner fails to make payments to the Design-Build Contractor as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Build Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. If commencement of the Work is delayed by virtue of delay in the Owner's provision of evidence of financial arrangements, (i) the Contract Time (and any derivative benchmarks or milestones (e.g., Substantial Completion)) shall be extended appropriately; and (ii) if Design-Build Contractor has already mobilized to the Site, Design-Build Contractor shall be entitled to a Change Order equitably reflecting the increase in Design-Build Contractor's General Conditions costs. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Build Contractor."

COMMIT. RESPOND. DELIVER. NATIONWIDE.

MICHAEL DIXON
VICE PRESIDENT – SAN ANTONIO
michael.dixon@catamountinc.com
c: 210.854.4830

CATAMOUNT
CONSTRUCTORS INCORPORATED

ATLANTA
1327 Northmeadow Parkway
Suite 150
Roswell, GA 30076
t: 770.518.2800
f: 770.518.2233

DENVER
1527 Cole Boulevard
Suite 100
Lakewood, CO 80401
t: 303.679.0087
f: 303.679.1506

NATIONAL INDUSTRIAL
15510 Vance Jackson Road
Building 2, Suite 100
San Antonio, TX 78249
t: 210.277.8907
f: 210.829.0811

SAN ANTONIO
15510 Vance Jackson Road
Building 2, Suite 100
San Antonio, TX 78249
t: 210.277.8907
f: 210.829.0811

SAVANNAH
107 Southern Boulevard
Suite 203
Savannah, GA 31405
t: 912.200.8557

TAMPA
4042 Park Oaks Boulevard
Suite 410
Tampa, FL, 33610
t: 813.278.1355

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2024

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	CONTACT NAME: Moody Insurance Agency	
Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	PHONE (A/C, No, Ext): (303) 824-6600	FAX (A/C, No): (303) 370-0118
	E-MAIL ADDRESS: certrequest@moodyins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Catamount Constructors, Inc. 1527 Cole Boulevard Ste 100 Lakewood CO 80401	INSURER A : Greenwich Insurance Co	
	INSURER B : XL Specialty Insurance Co	
	INSURER C : Indian Harbor Insurance Co	36940
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CGD740929110	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAH740929210	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			US00066642LI24A-See Attached	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 25,000,000 $ 25,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CWD742900402	03/01/2024	03/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractors Professional/ Pollution (Claims Made)			CEO744635006	03/01/2024	03/01/2025	Limit SIR	$5,000,000 $100,000

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

CERTIFICATE HOLDER

FOR INFORMATION PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Moody Insurance Agency

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Moody Insurance Agency, Inc.	Catamount Constructors, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTOR'S PROFESSIONAL / POLLUTION
KLD050 01/13 form attached includes:
Blanket Additional Insured status applies only where required by a written contract or agreement.
Primary & Non-Contributory status applies only where required by a written contract or agreement.
Blanket Waiver of Subrogation status applies only where required by a written contract or agreement.

LEASED & RENTED EQUIPMENT
ACE0265 12/09 form attached includes:
All loss payees as their interests may appear in the Covered Property and is in accordance with the insurable interest of the loss payee: Loss Payable, Lender's Loss Payable, or Contract of Sale.

UMBRELLA POLICIES
Umbrella Policy is on a follow form basis for underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional Insured status, including Primary and Non-Contributory status, in addition to Waiver of Subrogation will follow form when required by written contract.

Please Note: Hard copies of endorsement will not be sent out via mail. All endorsements will only be sent electronically via email. Please send your email to certrequest@moodyins.com for forms and future mailings

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Moody Insurance Agency, Inc.		Catamount Constructors, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

MCS-90
Policy Number: CAH740929210
Policy Effective Dates: 3/1/2024 - 3/1/2025
Insurer: Greenwich Insurance Co. (NAIC #26247)
CSL Limit: $1,000,000 for each accident
For-Hire – Non-Hazardous: $750,000
For-Hire & Private – Hazardous: $5,000,000
For-Hire & Private – Oil: $1,000,000
For-Hire & Private – Division 1.1, 1.2, 1.3 Material:$5,000,000

EXCESS UMBRELLA (QUOTA SHARE)
Policy Number: EXC5203345/AEC938349615
Policy Effective Dates: 3/1/2024 - 3/1/2025
Insurer: American Guarantee & Liability & Great American Assurance (NAIC #26247 & 26344)
Limit: $15,000,000 in excess of $10,000,000

SCHEDULED CONTRACTOR'S EQUIPMENT POLICY:
Policy Number: D37416745011
Policy Effective Dates: 3/1/2024 - 3/1/2025
Insurer: Illinois Union Insurance Company (NAIC #27960)
Total Combined Scheduled Contractor's Equipment Value: $364,225
Scheduled Contractor's Equipment Deductible: $10,000

LEASED & RENTED EQUIPMENT POLICY:
Policy Number: D37416745011
Policy Effective Dates: 3/1/2024 - 3/1/2025
Insurer: Illinois Union Insurance Company (NAIC #27960)
Leased & Rented Equipment Limit: $485,000
Leased & Rented Max Per Item: $485,000
Leased & Rented Equipment Deductible: $10,000

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

GENERAL LIABILITY:
CG2010 12/19 form attached includes:
Blanket Additional Insured Ongoing Operations status applies only where required by a written contract or agreement.
CG2037 12/19 form attached includes:
Blanket Additional Insured-Completed Operations status applies only where required by a written contract or agreement.
CG2404 12/19 form attached includes:
Blanket Waiver of Subrogation status applies only where required by a written contract or agreement.
XIL424 06/05 form attached includes:
Additional insured Primary and Non-contributory status applies only where required by a written contract or agreement.
IXI405 09/10 form attached includes:
Blanket 30-Day Notice of Cancellation given when requested by cert holder.

AUTO LIABILITY
XIC 411 10/13 form attached includes:
Blanket Additional Insured status applies only where required by a written contract or agreement.
CA 04 44 10/13 form attached includes:
Blanket Waiver of Subrogation status applies only where required by a written contract or agreement.
CA 04 49 11/16 form attached includes:
Primary & Non-Contributory status applies only where required by a written contract or agreement.
CA 20 01 11/20 form attached includes:
Scheduled Lessor-Additional Insured and Loss Payee.
CA9944 10/13 form attached includes:
Blanket Loss Payee as required by written contract.
CA 99 48 10/13 form attached includes:
Broadened Pollution Coverage for Covered Autos.

WORKER'S COMPENSATION
WC 00 03 13 04/84 form attached includes:
Blanket Waiver of Subrogation status applies only where required by a written contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., March 1, 2024 forms a part of

Policy No.CAH740929210 issued to CATAMOUNT CONSTRUCTORS, INC.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CATAMOUNT CONSTRUCTORS, INC.
Endorsement Effective Date: March 1, 2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

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This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Various as required per written contract
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the written contract or written agreement.
Additional Premium: **$** Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: ALL OPERATIONS OF THE NAMED INSURED FOR WHICH THE STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION HAS ISSUED A PERMIT OR AUTHORIZATION.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	ALL PRODUCTS OF THE NAMED INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and

2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.;** or

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(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured: ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.;** or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph **1.** or **2.** above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ENDORSEMENT #034

This endorsement, effective 12:01 a.m., March 1, 2024, forms a part of

Policy No. CGD740929110 issued to CATAMOUNT CONSTRUCTORS, INC.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

XIL 424 0605
©, 2005, XL America, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective March 1, 2024 Effective Policy No.CWD742900402 Endorsement No.

Insured Catamount Constructors, Inc.

Insurance Company Greenwich Insurance Co Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective	Policy No.	Endorsement No.
March 1, 2024	CWD742900402	
Insured	**Insurance Company**	
Catamount Constructors, Inc.	Greenwich Insurance Co	

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Countersigned By _____

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CONFLICT OF INTEREST
DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

January 28, 2025

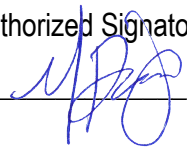
Company/Vendor Name:

Catamount Constructors, Inc.

Printed Name and Title:

Michael Dixon, Vice President - San Antonio

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Michael Dixon, Vice President - San Antonio / Catamount Constructors, Inc.
(Full, correct legal name)

- Address: 15510 Vance Jackson Rd., Bldg. 2, Ste. 100
  San Antonio, TX 78249
- Telephone/Fax: 201.277.8907 / 210.829.0811
- Email address: michael.dixon@catamountinc.com

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

   Yes____ No__X_

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

4. Where is the Company's corporate headquarters located? Lakewood, Colorado

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

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

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

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

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

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

   Name: Michael Dixon, Vice President - San Antonio
   Address: 15510 Vance Jackson Rd., Bldg. 2, Ste. 100, San Antonio, TX 78249
   Telephone: 210.277.8907
   Fax: 210.829.0811
   Email: michael.dixon@catamountinc.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (X).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

HOUSE BILL 89 VERIFICATION

I, Michael Dixon, Vice President - San Antonio, the undersigned representative of

Catamount Constructors, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Michael Dixon, Vice President - San Antonio

TYPE/PRINT NAME AND TITLE:

January 28, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Michael Dixon, Vice President - San Antonio, the undersigned representative of

Catamount Constructors, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Michael Dixon, Vice President - San Antonio

TYPE/PRINT NAME AND TITLE:

January 28, 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Michael Dixon, Vice President - San Antonio, the undersigned representative of

Catamount Constructors, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Michael Dixon, Vice President - San Antonio

TYPE/PRINT NAME AND TITLE:

January 28, 2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Michael Dixon, Vice President - San Antonio being first duly sworn, deposes and says that: *(Name)*

(1) He is Vice President of Catamount Constructors, Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Vice President - San Antonio

Subscribed and sworn to me this 28th day of January 20 25 .

By: Sonia Yvette Carrasco

Notary Public _____

SONIA YVETTE CARRASCO
Notary Public, State of Texas
Comm. Expires 11-08-2026
Notary ID 2068675

My commission expires November 8, 2026

CONFLICT OF INTEREST
DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

January 28, 2025

Company/Vendor Name:

Catamount Constructors, Inc.

Printed Name and Title:

Michael Dixon, Vice President - San Antonio

Authorized Signatory:

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[ECON GROUP, LLC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-002

Downtown Parking Garage Design-Build Services

RESPONSE DEADLINE: January 28, 2025 at 3:00 pm

Report Generated: Tuesday, January 28, 2025

Econ Group, LLC Response

CONTACT INFORMATION

Company:
Econ Group, LLC

Email:
genriquez@econgroup.us

Contact:
Gilbert Enriquez

Address:
3025 S. Sugar Rd
Edinburg, TX 78539

Phone:
(956) 793-0178

Website:
N/A

Submission Date:
Jan 28, 2025 2:09 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Econ-CoE-RFQ2025-002-ParkingGarage-DesignBuild.pdf

2. If you have any proprietary documents, please attach the redacted document here.

Econ-CoE-RFQ2025-002-ParkingGarage-DesignBuild.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Econ_Certificate_of_Insurance.PDF

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Econ_Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Econ_General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Econ_Litigation_Disclosure_Form.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

Econ_House_Bill_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Econ_Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Econ_Senate_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Econ_Noncollusion_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Econ_CIQ_Form.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE REVIEW THE ATTACHED SAMPLE CONTRACT AGREEMENT
Please download and review the attached document.

- Sample_Agreement.pdf

Econ_Sample_Agreement.pdf

DOES YOUR ORGANIZATION HAVE ANY OBJECTIONS TO THE DRAFT DESIGN-BUILD AGREEMENT LANGUAGE OR STRUCTURE BETWEEN THE CONTRACTOR AND THE CITY OF EDINBURG INCLUDED IN QUESTION 4.10. OF THIS SOLICITATION? *
No

TO FACILITATE AN EXPEDITED NEGOTIATION PROCESS PLEASE PROVIDE COMMENTS RELATED TO OBJECTIONABLE LANGUAGE IF THE ANSWER TO THE ABOVE QUESTION IS YES.*
N/A

STATEMENT OF QUALIFICATIONS

Presented by:

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

TO THE CITY OF EDINBURG

FOR DOWNTOWN PARKING GARAGE DESIGN-BUILD SERVICES
RFQ NO. 2025-002

JANUARY 28, 2025
3 P.M.







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3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

Letter of Interest

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

January 28, 2025

Mardoqueo Hinojosa, City Engineer
City of Edinburg
415 W. University Drive
Edinburg, TX 78539

Re: RFQ 2025-002: DOWNTOWN PARKING GARAGE DESIGN-BUILD SERVICES

Dear Mr. Hinojosa:

E-CON Group, LLC is pleased to present its qualifications for Design-Build Services of The City of Edinburg Downtown Parking Garage. Headquartered in Edinburg, our executive team has nearly four decades of experience managing quality construction work for the City of Edinburg, Hidalgo County, throughout the Rio Grande Valley and South Texas. Since the inception of our company, we have focused on the delivery of excellent work for public clients including local municipalities, school districts, and state agencies. E-CON Group has earned a reputation for completing projects on-time and on-budget with rigorous attention to detail and Client expectation.

We have an excellent track record managing public projects including new construction and site development improvements. Our Design/Build Team Architect, Negrete & Kolar Architects LLP, with its fully staffed Edinburg Office since 1996, has decades of experience in the design of public facilities with parking accommodations & multi-story garages for municipalities and government entities. E-CON Group has collaborated with Negrete & Kolar on prior Design/ Build and CM@R projects, making this team uniquely qualified, expertly capable, and financially strong to meet the needs and expectations of The City of Edinburg.

As the President of E-CON Group, LLC, I will be engaged in the day-to-day execution and quality control of our work and commit to having our most experienced personnel engaged in all aspects of this highly visible and important project for the City of Edinburg.

I am authorized to provide any clarifications required and will respond to further invitation and final contract negotiations. We look forward to serving The City of Edinburg in this endeavor and look forward to discussing our qualifications with you further.

Sincerely,

Gilbert Enriquez
President
E-CON Group, LLC

Tab 1) Capability To Perform D-B Services for the Project

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

PRIME RESPONDENT - GENERAL CONTRACTOR - THE ECON GROUP, LLC



Edinburg CISD Administration/IT Building // Adaptive Reuse

1.1
LEGAL NAME OF THE COMPANY:
E-CON Group, LLC

ADDRESS OF OFFICE THAT WOULD BE PROVIDING SERVICE:
3025 S. Sugar Road
Edinburg, Texas 78539

NUMBER OF YEARS IN BUSINESS:
16

TYPE OF OPERATION:
Limited Liability Company
ESTABLISHED IN 2009

NUMBER OF EMPLOYEES:
15

ANNUAL CONSTRUCTION VOLUME:
$18 Million

COMPANY DESCRIPTION

E-CON Group, LLC (ECON) provides General Construction and Construction Management services to help public and private clients build quality, complex facilities on time and on budget. Our parent company, Enriquez Enterprises, was established in 1976 and has served hundreds of happy customers by delivering quality interior finish-out services, including masonry, concrete, drywall, acoustical ceilings, painting, ceramic tile, flooring and plaster. With the insight and history of nearly four decades of subcontracting work in the Rio Grande Valley, ECON has an intrinsic knowledge of regional industry and market forces and can use that understanding to ensure seamless and cost-efficient completion of a wide range of construction projects.

Since the inception of E-CON Group, LLC sixteen years ago, we have served numerous clients under both General Construction and Construction Manager at Risk (CM@R) methods and have established a reputation for relentless attention to details, schedules and budgets. ECON's extensive experience in each of these methods and relationships with reputable and competent subcontractors and suppliers means our clients can count on a quality outcome every time.

1.2 PROVIDE A COPY OF YOUR COMPANY'S FINANCIAL STATEMENTS FOR THE PAST THREE (3) YEARS.

Econ will provide this sensitive information if ECON is selected to the short list phase of the RFQ process. In addition, the bonding letter attached demonstrates ECON's financial stability to meet the GMP requirements set forth in this RFQ.

1.3 PROVIDE A FINANCIAL RATING OF YOUR COMPANY AND ANY DOCUMENTATION, INCLUDING A DUNN AND BRADSTREET ANALYSIS, WHICH INDICATES THE FINANCIAL STABILITY OF YOUR COMPANY.

Refer to the Letter of Good Standing with the State Comptroller Office included in the Appendix Tab.

1.4 IS YOUR COMPANY CURRENTLY FOR SALE OR INVOLVED IN ANY TRANSACTION TO EXPAND OR TO BECOME ACQUIRED BY ANOTHER BUSINESS ENTITY?

E-CON Group, LLC is not for sale or involved in any transaction to expand or become acquired by another business entity.

1.5 PROVIDE ANY DETAILS OF ALL PAST OR PENDING LITIGATION OR CLAIMS FILED AGAINST YOUR COMPANY THAT WOULD AFFECT YOUR COMPANY'S PERFORMANCE UNDER A CONTRACT WITH THE CITY

E-CON Group, LLC does not have any past or pending litigation or claims filed against it that would affect our company's performance under a contract with the City.

1.6 IS YOUR COMPANY CURRENTLY IN DEFAULT ON ANY LOAN AGREEMENT OR FINANCING AGREEMENT WITH ANY BANK, FINANCIAL INSTITUTION, OR OTHER ENTITY?

E-CON Group, LLC is not in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.

1.7 DOES ANY RELATIONSHIP EXIST WHETHER BY FAMILY RELATIVE, BUSINESS ASSOCIATE, FINANCIAL AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN YOUR COMPANY AND ANY CITY EMPLOYEE OR MEMBER OF THE CITY COUNCIL?

No relationship exists whether by family relative, business associate, financial agreement or any other relationship between E-CON Group, LLC and any City employee or member of the City Council.





1.8 WHAT DIFFICULTIES DO YOU ANTICIPATE IN SERVING THE CITY AND HOW DO YOU PLAN TO MANAGE THESE? WHAT ASSISTANCE WILL YOU REQUIRE FROM THE CITY?

ECON does not anticipate difficulties serving the City of Edinburg in this or any other endeavor. Gilbert Enriquez' experience and service as an elected official for both ECISD and The City of Edinburg has honed ECON's capabilities and success in communications, anticipation of public interest, and delivery of expectations determined by elected and administrative leadership.

Communication is the most critical aspect of any project, and it is especially critical for this high-profile public presence involving high-profile stakeholders. ECON's philosophy for successful delivery of this project will revolve around a results & goals-oriented communication structure with the City of Edinburg and its Management representatives. ECON will further engage the Design/Build Team in an accountability based finely tuned internal Design/Build Team communication process.

ECON will provide significant value to the project based on ECON's skill in communications during pre-construction and construction. ECON will provide insight to both the City of Edinburg and ECON's Design Team by effectively communicating its vast and relevant experiences with construction systems and applicable anticipated construction costs in current market conditions. Manufacturer, supplier, and highly qualified sub-contractor relationships along with applicable research will yield the value ECON brings to the table in programming cost control and implementation.

Although or Design Team will be implementing its own quality-control plan for construction document production of this work in 3-D modeling Revit media; utilized to resolve situations in design rather than construction, our ECON Project Management team will proactively identify and mitigate potential problems from becoming reality. Utilizing the controls established in a project execution plan for this project, our team will aggressively identify and reconcile issues in an expeditious manner avoiding quality-of-work impacts to the project.

ECON's Executive team will set the parameters and goals of the design work to be undertaken, review each design drawing deliverable, notify the A/E team of our findings regarding value and constructability of the emerging design and provide direction to the Design Team as applicable.

The Executive team's objective at each phase of review is to determine that the goals and objectives determined at the programming phase are adhered to and met. Once the goals and objectives are met, our Executive team will perform budgetary and constructability reviews on the design. The objective of this process is to provide a functional facility at the authorized budget. Our Executive team will provide constructability and budgetary assessments of the design during the 20%, 50% and 75% complete construction documents. These comments will be directed to the A/E team for implementation and to the Owner for discussion and decision-making.

In summary, ECON practices early identification and resolution of issues before they impact project schedule and cost. Our project teams focus on clear communication, timely and thorough drawing reviews, responsive and proactive management and comprehensive documentation to protect against unwarranted construction conflicts.

1.9 PROVIDE DETAILS REGARDING ANY SPECIAL SERVICES OR PRODUCT CHARACTERISTICS, OTHER BENEFITS OFFERED, OR ADVANTAGES TO THE CITY IN SELECTING YOUR COMPANY.

ECON's President, Gilbert Enriquez, has been a life-long resident, founded his business, raised his family, in Edinburg and was elected to represent the community of Edinburg as an ECISD Trustee and City of Edinburg Councilman within the last 25 years. Mr. Enriquez years of elected public service as well as volunteer service, brings a unique and insightful perspective of the challenges and needs that currently face the City of Edinburg now and into the future.

By selecting E-CON Group LLC, the City of Edinburg will greatly benefit from his personal and professional commitment to the city with a knowledge and expertise in construction, and an awareness of the City's economic growth and infrastructure goals that drive the growth of the City of Edinburg.

1.10 A STATEMENT CERTIFYING THAT THE RESPONDENT IS NOT IN ARREARS IN PAYMENT OF ANY OBLIGATIONS TO THE CITY OR ANY OTHER GOVERNMENTAL ENTITY, INCLUDING, WITHOUT LIMITATION, PROPERTY OR SALES TAXES, FEES, OR UTILITY CHARGES.

I, Gilbert Enriquez, the undersigned President of E-CON Group, LLC, hereby certify that, to the best of my knowledge and belief, E-CON Group, LLC is not in arrears in payment of any obligations to the City or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

This certification is made in good faith and with the understanding that it may be relied upon by The City of Edinburg as part of its evaluation process.

Sincerely,



Gilbert Enriquez
President
E-CON Group, LLC

Tab 2) Qualifications & Experience of the Team

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC



La Joya ISD Nellie Schunior Central Administration Building // Before (left) and After (right)

2.1 ORGANIZATIONAL DESCRIPTION WITH CLEAR LINES OF AUTHORITY AND COMMUNICATIONS

The project team will be organized in a clear linear level of authority starting with the Client as the final approval authority and first key decision-maker in the process. Responsibility will then fall to the Prime Professional and in subsequent order to the consulting team. Gilbert Enriquez will lead as the Prime Respondent-General Contractor and David Negrete AIA will lead the Architectural firm's internal team in its project approach, communication expectations, and delivery of the firm's services. This leadership initiative will be supported by Jaime Enrique, Ismael Adame and Jarrod Neck on the General Contractor side as well as by the Architectural firm's most experienced project managers, Andres L. Mata, Jr. and Bruce W. Menke. The cooperative teamwork of staff guided by the firm's principal will as well be the guiding force for coordination of consultants. Each consulting discipline will have adequate staff organized to produce the work required in the time allocated for its performance.

2.2 ORGANIZATION CHART



2.3 KEY PERSONNEL RESUMES



GILBERT ENRIQUEZ
President

Years of Experience: 29
Years with Firm: 15
City of Residence:
Edinburg, Texas

EDUCATION
University of Texas - Pan American, Bachelor of Business Administration, Accounting, May 1996

WORK EXPERIENCE
2009-Present
President, E-Con Group
2002-2009
Vice-President & CFO, Enriquez Enterprises, Inc.
1992-2002
President, Commercial Building Supplies
1995-2002
General Manager, Valley Drywall & Insulation, Inc.

Building on a solid foundation of decades of family construction experience, Gilbert Enriquez founded the E-Con Group, LLP in 2009 and has served as its President for the past six years. Mr. Enriquez is heavily engaged with the day-to-day operations of the firm, including managing the firm's efficiency, effectiveness and compliance with policies, procedures and government laws and regulations. An effective communicator and motivator, Mr. Enriquez meets with clients and architects and works to keep all team members operating on the same page and each project on track. His firm has earned a reputation for on-time, on-budget performance, fueled by Mr. Enriquez' exacting attention to detail and strict adherence to best practices in accounting and construction management.

Mr. Enriquez believes in giving back to the Rio Grande Valley community and provides financial assistance to several non-profit organizations. Mr. Enriquez is a former Trustee of the Edinburg Consolidated Independent School District (2000-2006) and is a current board member with the Region One Education Service Center. Mr. Enriquez is currently an appointed member of the City of Edinburg Planning and Zoning Board and has been a member of the City of Edinburg Zoning Board of Adjustments since 2009.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities
COST $11.8M COMPLETED May 2020

Tropical Texas Behavioral Health Renovations and Additions
COST $6.3M COMPLETED Oct. 2019

Mission CISD Mission High School Renovations Phase III
COST $33.2M COMPLETED July 2018

Roma Elementary #7, Roma ISD
COST $17.8M COMPLETED August 2018

South Texas College Technology Campus Building Renovation
COST $10.28M COMPLETED July 2017

Mission CISD Jr. High Cafeteria & Kitchen Addition
COST $3.5M COMPLETED September 2016

Mission CISD Mission Collegiate High School
COST $13.7M TO BE COMPLETED July 2015

Edinburg CISD Barrientes Middle School Addition
COST $3.3M TO BE COMPLETED July 2015

Mission CISD Waitz Elementary New Cafeteria
COST $2.5M COMPLETED September 2013

Robert Vela High School New Science Wing And Athletic Fields
COST $9.5M COMPLETED 2012



JAIME ENRIQUEZ, PE
Project Engineer

Years of Experience: 44
Years with Firm: 15
City of Residence:
McAllen, Texas

Professional Engineer
State of Texas: #76767

EDUCATION

Texas A&M University-Kingsville, Bachelor of Science, Civil Engineering

WORK EXPERIENCE

2009-Present
Project Engineer, E-Con Group, LLC
1995-1999; 2003-2009
Engineer/Owner, Enriquez Group
2005
Construction and Facilities Manager, Mercedes ISD
2002-2003
Utility Engineer, McAllen Public Utilities
1999-2000
Engineer, Quintanilla, Headley & Associates
1992-1995
General Manager, Valley Drywall & Insulation

Jaime Enriquez, PE, is an integral member of the Project Management Team at the E-Con Group, LLC. He vigilantly monitors the progress of each project to ensure it remains on time and within budget. As a professional engineer, he supervises and assists project managers and superintendents with construction schedules, interpretation of blueprints and clarification of specifications as needed. He provides hands-on instruction and supervision on various construction methods to project managers and Superintendents during all phases of construction.

Over the course of three decades of experience, Jaime has earned a reputation for being a consummate collaborator, ensuring that the Owners, Architects, Construction Managers and Subconsultants are all operating from the same set of standards and expectations. He has given much to the Rio Grande Valley community over the course of his career, including quality facilities that have withstood the tests of time and nature.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities
COST $11.8M COMPLETED May 2020

Tropical Texas Behavioral Health Renovations and Additions
COST $6.3M COMPLETED Oct. 2019

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COST $2.5M COMPLETED September 2013

Robert Vela High School New Science Wing And Athletic Fields
COST $9.5M COMPLETED 2012

La Joya ISD Nellie Schunior Renovations
COST $6.2M COMPLETED August 2012



AARON RODRIGUEZ
Project Superintendent

Years of Experience: 24
Years with Firm: 15
City of Residence: Mission, Texas

WORK EXPERIENCE
2007-Present
Project Superintendent, Estimator, E-Con Group
2004-2007
Project Supervisor, Oscorp Consturction & Development, Pharr, TX
2002-2004
Electrical Foreman, Rio Valley Electric, Weslaco, TX
2000-2004
Electrical Foreman, Heggen Electric, Mercedes, TX

With more than 16 years of work experience, Aaron Rodriguez is a thorough and detail-oriented superintendent. With a background as an electrical foreman, he brings hands-on experience and knowleedge of plans to each project he supervises. He coordinates weekly meetings to prevent any problems with scheduling, material procurement or communication. He keeps communication strong among other ECON team members and ensures work safety regulations are kept.

RELEVANT PROJECT EXPERIENCE

Pharr-San Juan-Alamo ISD New Swimming Facilities
COST $11.8M COMPLETED May 2020
This project consists of two new swimming facilities at PSJA High School and PSJA Memorial High School. Each location consists of one competitive pool and an instructional pool. The pools will have a complete canopy over the pools so the students can utilize the pools at any time of the year. The new 10,000 square foot building at each location will consist of boy's and girl's locker room areas with showers, classrooms, bleacher areas, and concession areas along with public restrooms.

Roma Elementary #7, Roma ISD
COST $17.8M COMPLETED August 2018
One story 77,000 square feet elementary consisting of a kitchen, cafeteria, gym, library, computer labs and science rooms. The building is constructed of CMU and brick veneer with a built-up modified roofing system. Includes a clerestory at the main library for natural sunlight into the building. Site work consists of parking lots, bus drive, fire lane and student drop-off areas.

South Texas College Technology Campus Building Renovation
COST $10.28M COMPLETED July 2017
Renovation to existing 60,000 square feet warehouse for new classrooms, labs and administrative offices. Includes new walls, new MEP systems, new doors and frames, new ceilings and new painting. Site includes new parking lots with landscaping and irrigation.

Robert Vela High School New Science Wing And Athletic Fields
COST $9.5M COMPLETED 2012
This new building has load-bearing CMU walls, brick veneer and a built-up roof. The interior space features terrazzo hallways and epoxy resin tops at labs. An Isimet system controlled access to electricity, gas and water at each science lab table. Project included football, baseball and softball fields, a ticket booth and storage buildings.

Sharyland ISD High School 400 Building
COST $3.7M COMPLETED July 2011
This project features a 40,000 sq. ft. building including classrooms, science labs with epoxy tops, administration area, special education classrooms, life-skills classroom, and high-tech computer labs. The building make-up was a metal building with CMU non-load bearing walls with exterior brick and metal roof panels.



ISMAEL ADAME
Project Manager

Years of Experience: 25
Years with Firm: 5
City of Residence:
Mission, Texas

EDUCATION

Universidad Autónoma de Nuevo León, Bachelor of Architecture, 1992

WORK EXPERIENCE

2019-Present
Project Manager,
E-Con Group, LLC
2018-2019
Project Manager,
NOMA Design Studio
2006-2018
Senior Project Manager
ERO Architects
2005-2006
Partner-Owner
TAMSON Masonry
2000-2004
Project Manager
Kell Munoz Architects
1997-2000
Project Manager
Mata-Villarreal
Design Group
1993-**1997**
Independent Contractor
Arquitectura
Contemporanea

Mr. Ismael Adame brings with him a design perspective that Econ values while constructing vast types of facilities. His knowledge as a design project manager provides our clients with assurances that the project will be constructed with the design team's architectural intent. Econ believes his experience will help our project superintendents interpret the contract documents as intended by the design professionals. Mr. Adame has a keen eye for detail and is very well organized and with his design experience help discover any potential design conflicts in the drawings.

RELEVANT PROJECT MANAGEMENT EXPERIENCE

South Padres Island PR100 Median Boardwalk - 7.5M
BPUB Service Yard Relocation Project (Brownsville PUB) - $16M
Edinburg ISD Ticket Booths (Edinburg CISD) - $930K
School of Nursing and Allied Health (South Texas College) - $17M
Roberto Pulido Performing Arts Center (Edinburg CISD) - $6.7M
Pavilions and Canopies (Harlingen CISD) - $1.0M
Edcouch Elsa High School Gymnasium (Edcouch Elsa ISD) - $4M
Berta S. Palacios Elementary School (PSJA ISD) - $10.5M
Gutierrez and Vela Middle School Restroom Reno (HCISD) - $120K
Safe Shelter Community Command Center (UTRGV) - $4.4M
San Perlita Ag Barn (San Perlita ISD) - $210K
Harlingen Student Services Center (TSTC) - $150K
Edcouch Elsa High School (Edcouch Elsa ISD) - $11M
Town of Combes City Hall - $920K
Town of Combes Community Center - $550K

RELEVANT DESIGN TEAM EXPERIENCE

Seguin High School Replacement (Seguin ISD) - $63M
Furr High School Replacement (Houston ISD) - $55M
North HS Renovations and Additions (PSJA ISD) - $24M
Alfred Sorenson Elementary School (PSJA ISD) - $9.5M
WA Todd 9th Grade Campus Renovations (Donna ISD) - $1.0M
Mendiola Elementary School (La Joya ISD) - $9.2M
Marcia R. Garza Elementary School (PSJA ISD) - $8.7M
Sorenson Elementary School (PSJA ISD) - $8.7M
Lorenzo de Zavala Middle School (La Joya ISD) - $28M
Palmview Ag Barn (La Joya ISD) - $640k



JARROD KENT NECK
Project Manager

Years of Experience: 4
Years with Firm: 4
City of Residence:
Edinburg, Texas

EDUCATION
University of Texas at Tyler, Bachelor of Science in Construction Management, May 2019

WORK EXPERIENCE
2019-Present
Project Manager,
E-Con Group, LLC

Mr. Jarrod Neck is a recent graduate of the University of Texas at Tyler with a Bachelor of Science in Construction Management. Mr. Neck worked as an intern with Econ for the summer of 2018 and 2019. Mr. Neck showed an aggressive work ethic to learn all aspects of the construction and management of a project. Mr. Neck brings with him passion, eagerness and youth to develop into an outstanding project manager for Econ. In the two summers that Mr. Neck interned with Econ, he learned the estimating aspect of general construction and the details of managing a project from the inception to the final completion.

RELEVANT PROJECT EXPERIENCE

Hidalgo County Precinct 1 Sunset Park Operations Facility
COST $1.66M ***COMPLETED August 2021***

A new Operations Facility of approximately 9,360 square feet will be constructed for Hidalgo County Precinct 1. The new Operations facility will house an administration area of approximately 5,000 square feet which will include offices, a dispatch area, safety area, break room, storage and 4,360 square feet of a garage area with three bays which includes a locker area, parts storage, and a mechanic shop. Site work will include new parking for visitors and ADA requirements.

Tropical Texas Behavioral Health Ambulatory Service Center
COST $5.09M ***COMPLETED Dec 2020***

The project includes the removal of the existing light weight concrete roof, metal deck, entire interior demolition of walls and exterior openings. A new metal deck and roofing system will be installed along with new stucco on the exterior envelope of the building. A new 150 space parking lot will be constructed on the south end of the property to accommodate the staff at this new location.

2.4 Applicant's Consultants: Name any consultants which are included as part of the proposed team. Describe each consultant's proposed role in the Project and their related experience. List projects on which your firm has previously worked with the consultant.

ARCHITECTURAL DESIGN - NEGRETE & KOLAR ARCHITECTS, LLP

RIO GRANDE VALLEY
204 East Stubbs Street
Edinburg, Texas 78539
956.386.0611

AUSTIN
11720 North IH 35
Austin, Texas 78753

CONTACT PERSON
David Negrete
dnegrete@nekoarch.com
512.461.8810

ESTABLISHED IN 2003
Limited Liability Partnership

TEAM
Principal-in-Charge
David Negrete, AIA
Sr. Project Manager
Andres L. Mata, Jr., Assoc AIA
Project Managers
Jason George, RA, LEED AP
Bruce W. Menke, LEED AP

CERTIFICATIONS
HUB, DBE, MBE

NEGRETE & KOLAR ARCHITECTS, LLP

Negrete & Kolar Architects, LLP is a locally-owned and operated Professional Architectural Services Design Firm with two design studios—a fully-staffed Design Studio in Edinburg, TX in the Rio Grande Valley and another in North Central Austin. The firm's key principal, Licensed Architect and Licensed Interior Designer David Negrete, AIA, has practiced in south and central Texas for more than 40 years. Within that experience, Negrete has consistently been in the forefront of client/user responsive design that carefully accommodates climate, solar orientation and the surrounding environment.

The firm was established to pursue and be engaged in the design of public projects that serve societal needs and uses. The focus on that segment of architecture represents the interests and values of the firm and its lengthy history of practitioners associated with the firm. Thus, the majority of the firm's clientele have always consisted and remain predominantly Municipalities, Counties, Economic Development Councils, Colleges & Universities, School Districts, State and Federal Agencies and social service organizations.

Abbreviated List Of Collaborative Projects:
La Joya ISD Nellie Schunior Central Administration Building | La Joya, Texas

STRUCTURAL ENGINEERING - Solorio, Inc.

OFFICE LOCATION
108 Cleo Dawson St.
Mission, TX 78572
info@solorioengineering.com
956.607.1210

ESTABLISHED IN 1990

TEAM
Principal-in-Charge
Simon G. Solorio, PE

Since its inception, Solorio, Inc. has become a leading name in our local community as a top-tier structural engineering company. Our portfolio, rich with diverse projects, reflects our steadfast commitment and expertise in the field. We believe that every structure is not just a standalone entity but a pivotal part of a broader community, echoing our vision that our creations should inspire pride and admiration. Our relentless pursuit of excellence spans an extensive range of services, from foundational work, intricate roof framing, and innovative wall systems to unique structural designs, precise computer analysis, and the meticulous restoration of historic landmarks.

The hallmark of our exceptional standards is the meticulous oversight of Simon G. Solorio, PE, our principal and project manager. His hands-on approach in design, documentation, and construction supervision is our gold standard in quality assurance. With a rich tapestry of experience spanning diverse projects of all scales, Simon brings an unparalleled combination of expertise and adaptive ingenuity, ensuring our commitment to delivering impeccable results in the most efficient and economical way possible.

Abbreviated List Of Collaborative Projects:
La Joya ISD Nellie Schunior Central Administration Building | La Joya, Texas

MEP ENGINEERING - DBR Engineering Consultants, Inc.

OFFICE LOCATION
200 S 10th St #901
McAllen, TX 78501
956.683.1640

ESTABLISHED IN 1972

TEAM
Partner-in-Charge
Edward Puentes, PE
Principal-in-Charge
Hugo H. Avila, PE
Project Manager
Robert Tijerina, PE

DBR provides an alternative to traditional firms by providing better opportunities for our people and as a result, a better experience for our clients.

Founded in 1972, DBR Engineering Consultants, Inc. has evolved into the premier MEP engineering firm in Texas, providing mechanical, electrical, and plumbing engineering services, as well as building commissioning, integrated technology, and security system consulting. DBR's steady growth has been fueled by loyal clients who appreciate our willingness to listen, open- minded approach to problem-solving, and relentless commitment to service.

Now, more than 50 years later, DBR has a team of over 200 professionals in seven cities across the State of Texas. While our history guides our growth, our talented team of consultants are focused on the future. We are helping to create healthy and comfortable environments that will stand the test of time.

CIVIL ENGINEERING - Jaime Enriquez, PE (E-CON Group, LLC)

OFFICE LOCATION
3025 S. Sugar Road
Edinburg, Texas 78539
956.259.8005

ESTABLISHED IN 2009
Limited Liability Company

TEAM
Project Engineer
Jaime Enriquez, PE

Jaime Enriquez, PE, is an integral member of the Project Management Team at E-Con Group, LLC. As a professional engineer, he supervises and assists project managers and superintendents with construction schedules, interpretation of blueprints and clarification of specifications as needed.

Over the course of three decades of experience, Jaime has earned a reputation for being a consummate collaborator, ensuring that the Owners, Architects, Construction Managers and Subconsultants are all operating from the same set of standards and expectations.

He has given much to the Rio Grande Valley community over the course of his career, including quality facilities that have withstood the tests of time and nature.

LANDSCAPE ARCHITECTURE - Integrated Landscape Architecture, LLC

OFFICE LOCATION
765 Rolling Oaks Drive
Driftwood, TX 78619
info@landarchtx.com
713.973.7851

ESTABLISHED IN 2007
Limited Liability Company

TEAM
Principal-in-Charge
Duane Bungo, PLA

Integrated Landscape Systems was founded in Houston in 1995 as a design/build landscape construction company that installed many high quality residential and commercial landscape projects throughout the Houston area. Ten years later our business became focused solely on our professional landscape design services due to an over-whelming demand for our work from landscape contractors, developers, and architects. Eventually, in 2007, after re-locating to the Texas Hill Country from Houston we changed our name to Integrated Landscape Architecture to express our commitment to providing, exclusively, landscape architectural design services to our clients which quickly became, primarily, architectural firms. ILA specializes in beautifully detailed, practical, and sustainable Landscape planting plans, Irrigation plans and Details geared to the client's/architect's wishes. These are ideal for permitting (municipal landscape ordinances), bidding and construction.

Abbreviated List Of Collaborative Projects:
La Joya ISD Nellie Schunior Central Administration Building | La Joya, Texas

NEGRETE & KOLAR ARCHITECTS, LLP
www.nekoarch.com

Austin
11720 North IH-35
Austin, Texas 78753
CELL 512.461.8810
TEL 512.474.6526

Rio Grande Valley
204 East Stubbs Street
Edinburg, Texas 78539
TEL 956.386.0611



Email: dnegrete@nekoarch.com

Education:
University of Texas at Austin,
Bachelor of Architecture, 1977

Registration:
Registered Architect, 1986
State of Texas, No. 11640
Registered Interior Designer, 1993
State of Texas, No. 5057

Professional Affiliations:
American Institute of Architects
Texas Society of Architects

Partial Client List:
Austin Community College
The University of Texas at Austin
The University of Texas Rio Grande Valley (formerly UT - Pan American)
Austin ISD
Edinburg CISD
La Joya ISD
McAllen ISD
Mission CISD
City of Austin
City of Edinburg
City of McAllen
Hidalgo County
Zapata County
Cap Metro Transportation Authority
Lower Rio Grande Valley Dev. Council
Mercedes Development Corporation
TX Parks and Wildlife Department

DAVID N. NEGRETE, AIA

PRINCIPAL ARCHITECT // PARTNER

David Negrete has worked in the field of architecture in Central and South Texas for more than 40 years with offices in Austin and in the Lower Rio Grande Valley. He has been a licensed architect since 1986 and licensed interior designer since 1993. Mr. Negrete gained experience in the construction industry early in his career and is skilled at proactively addressing potential construction issues. He has earned a reputation as an excellent team collaborator and an innovative regional designer, with a special interest in adaptive reuse, civic design, and working with clients to improve communities.

As project principal, architect, or designer on most of the firm's major projects, Mr. Negrete's philosophy is that design excellence is best achieved through a meticulous understanding of client, user and community needs and expectations. He possesses a passion for the rigors of planning, the process of design, and successful conclusion of the building effort.

Relevant Project Experience

McAllen Transit Transfer Station, Admin & Maintenance Warehouse / Parks & Rec Admin & Warehouse Facilities | McAllen TX **2023**
Size: 40,000 sq. ft. *Cost: $13.0 million*
Twenty-acre site for a new Transit Transfer Station, and new Administration Offices & Maintenance Bay Warehouses for both the city's Transit and Parks & Recreation Departments.

Monahans Sandhills State Park | Monahans TX **2022**
Size: 5,650 sq. ft. *Cost: $3.5 million*
In conjunction with the Texas Parks & Wildlife Department, this state park project rehabilitates an existing building and provides new restroom and viewing canopies on the sandhill terrain of West Texas. Interior upgrades were also implemented to improve this unique community asset.

Harlingen Border Patrol Renovations / RVSS Addition / Security Upgrades | Harlingen TX **2021 - current**
Size: 63,400 sq. ft. *Cost: $7.4 million*
This series of improvements for the Harlingen Border Patrol included renovation of their existing building, adding a new RVSS Building, and security upgrades for their entire facility.

GSA/ICE Big Spring Area Office | Big Spring TX **2018**
Size: 10,400 sq. ft. *Cost: $4.2 million*
An adaptive re-use project from an existing Texas National Guard Building built in 1954. The 5-acre site is masterplanned to accommodate public and secure access. Coordinated with GSA and the Texas Historical Commission to ensure various building elements were in compliance with their guidelines.

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www.nekoarch.com

Rio Grande Valley
204 East Stubbs Street
Edinburg, Texas 78539
TEL 956.386.0611

ANDRES L. MATA, JR., ASSOCIATE AIA

PROJECT MANAGER



Email: almatajr@nekoarch.com

Education:

Texas A&M University,
Bachelor of Environmental Design, 1991
College of Architecture ITALART Study Abroad Program, Castiglion Fiorentino, Italy; Fall 1990

Professional Affiliations:

Associate Member
AIA - American Society of Architects
TSA - Texas Society of Architects
AIA-LRGV - Lower Rio Grande Valley Chapter of the AIA



Recognition:

In December of 2007, the City of McAllen Los Encinos Police Community Network Center received a Merit Award from the Lower Rio Grande Valley Chapter of the American Institute of Architects Design Awards Celebration held in McAllen, Texas.

Professional Experience

Negrete & Kolar Architects - Edinburg, Texas (Jan 2003 - Present)
Cotera, Kolar, Negrete & Reed Architects, Edinburg, Texas (2001 - Jan-2003)
IDEA Group, Inc. - McAllen, Texas (1995 - 2001)
Boultinghouse Simpson Architects - McAllen, Texas (1992 - 1995)
Mata-Villarreal Architects Etc. - McAllen, Texas (summers 1988 - 1990)

Project Experience

McAllen Parks & Rec Admin Office | McAllen, Texas **2023**
Project Manager for this project consisting of an 11,000 SF Administration Building, 10,000 SF Maintenance Warehouse, and a 4,500 Open-Air Covered Storage Pavilion on a nine-acre portion of a larger tract shared with the City's Transit Department. The project will also provide parking for 130 standard vehicles and 75 city vehicles and trailers, along with open air material storage areas.

Edinburg Transit Terminal | Edinburg, Texas **2020**
Project Manager for this project site on a 0.8 acre site located on the edge of UTRGV and adjacent to a newly developed pedestrian promenade connecting the university with Edinburg City Hall. The site and facility utilize the adjacent 6th street 50' ROW to allow maximum ground utilization of the transit purpose of the development.

Mercedes Historic City Hall Assessment Report | Mercedes, Texas **2014**
Authored & compiled this study that includes recommendations for rehabilitation and preservation of the building and repurposing of the site and interior spaces for modern viability.

Mission CISD Veterans Memorial HS Addition| Mission, Texas **2011**
Project Manager for this educational facility that is a detached two-story addition to the Veterans Memorial High School campus. Program scope includes six high school level science laboratory classrooms, four standard high school level classrooms and support spaces as necessary.

Edinburg CISD Administration Building & IT Facility | Edinburg, Texas **2010**
Project Manager for this multi-phased masterplan project that transformed the historic 1920s North Jr. High campus buildings into the district's Central Administration Building and Network Operation Center.

Los Encinos Police Community Network Center | McAllen, Texas **2005**
Construction Administration for the police-community network center is at both a police sub-station and a community destination center for the public to resolve minor civil and traffic infractions. Office space is provided for officers to write reports, and work on police business during the business day.

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Austin
11720 North IH 35
Austin, Texas 78753
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Email: jgeorge@nekoarch.com

Education:

Abilene Christian University,
BA - Interior Design, May 1999
Assoc. in Pre-Architecture, May 1999
Texas A&M University,
Master's in Architecture, August 2005
Historic Preservation Certificate, August 2005

Registration:

Registered Architect,
State of Texas, No. 22987
State of Colorado, No. 00402911
LEED®Accredited Professional - 2016

Work Experience:

Negrete & Kolar Architects - Austin, TX
October 2008 to Present
Beckham Design Group - Austin, TX
January 2008 to October 2008
Studio 8 Architects - Austin, Texas
January 2007 to January 2008
Archiventure Group - Denver, CO
August 2005 to January 2007
Smook Design Group - Denver, CO
July 2001 to July 2002
Gensler - Denver, CO & Houston, TX
Sept 1999 to June 2001

JASON T. GEORGE, RA, LEED®AP BD+C

PROJECT ARCHITECT // PROJECT MANAGER

Professional Experience

Mr. George has more than 20 years of experience and has managed commercial projects ranging from parking garages and public utility facilities to schools and administrative offices. He is a detail-oriented, tech-savvy architect who enjoys creating 3D renderings and models to help clients visualize the finished product.

During his graduate studies, Jason was part of a historic documentation team from Texas A&M University that measured and recorded the battleground monument of Pointe du Hoc in Normandy, France.

Project Experience

City of Bastrop City Hall Renovation | Bastrop, Texas
Project Manager - Design coordination and construction administration for a 3,000 sq. ft. renovation and finish-out of existing city hall building.

Austin ISD Mills Elementary School | Austin, Texas
Project Manager - Design coordination and construction administration for 1,200 sq. ft. classroom addition for an elementary school.

Austin ISD Maplewood Elementary School | Austin, Texas
Project Manager - Design coordination and construction administration for accessability updates, art room remodel, and other modernizations for an elementary school.

Lone Star Executive Airport FIS Terminal | Conroe, Texas
Project Manager - Managed the programming, design, coordination between several government agencies and construction documentation process for this federal inspection terminal at a municipal airport.

UTPA Performing Arts Center Renovations | Edinburg, Texas
Project Manager – Construction Document Coordination for renovations to two existing buildings.

City of Austin, Water Treatment Plant 4 | Austin, Texas
Produced construction documents for a new water treatment plant for the City of Austin. Responsible for generating renderings throughout the design process to demonstrate design decisions made along the way. Responsible for Construction Administration. ***Certified LEED® Gold.***

City of McAllen, Waste Water Treatment Plant | McAllen, Texas
Project Manager - Produced construction documents for renovations and additions to a waste water treatment plant for the City of McAllen. Responsible for construction document coordination.

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Austin
11720 North IH 35
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TEL 512.474.6526



Email: bmenke@nekoarch.com

Education:

University of Texas at Austin,
Bachelor of Architecture, 1997
LEED®Accredited Professional - 2015

Work Experience:

Negrete & Kolar Architects - Austin, TX
2003 to Present
Cotera, Kolar, Negrete and Reed Architects - Austin, TX
1997-2003
Bury & Pittman Consulting Engineers, Surveyors - Austin, TX
1991-1992, 1995
Mesa Surveying - Austin, TX
1991



Texas Czech Heritage & Cultural Center



Crockett High School Addition

BRUCE W. MENKE, LEED®AP BD+C

PROJECT MANAGER

Professional Experience

Mr. Menke has over 25 years of experience assigned to projects ranging from institutional, educational, and commercial architectural design and production to construction administration. His expertise is in managing the project schedule, budget and program, making sure that these components are addressed completely over the course of the project. He also is the key quality control manager of Negrete & Kolar's documentation. His impeccable attention to detail ensures that deliverables are of the highest consistency and accuracy.

Project Experience

Donna International Park & Ride | Donna, Texas **2016**
Project Manager for the development of a park & ride facility located on a section of bridge land adjacent to the port of entry for visitors traveling in and out of the USA. The facilities consist of administration office, law enforcement contingent, public restrooms, lobby and ticketing resolution and shade canopies for travelers waiting for bus service.

Department of Public Safety Area Office | Rio Grande City, Texas **2015**
Project Manager a single-story building that houses the highway patrol division, driver's license division, and criminal investigation for the Department of Public Safety. It also serves as the emergency operations center for this area of Texas.

Austin ISD Crockett High School Renovation & Addition | Austin, Texas **2010**
Project Manager for a campus science wing renovation designed as a classroom/laboratory combination. The spaces were arranged, organized and equipped so that laboratory activities can be undertaken by students working in groups as a routine daily practice. The space was designed to accommodate work in all science disciplines, with flexibility in furniture arrangement, abundant storage, and sufficient working and presentation space. A theatre addition added office space, storage, and practice and presentation space.

Texas Czech Heritage & Cultural Center | LaGrange, Texas **2009**
Project Manager for new museum and library. Coordinated design development with owner and consultants, managed technical staff and Const. Administration. The project features three gabled pavilions, interconnected by corridors and support facilities with low-slope roofs. Spaces include an exhibit hall, library, a multipurpose hall, a board room, gift shop, offices, and a catering kitchen.

FBI Area Field Office | Del Rio, Texas **2008**
Project Manager for the Del Rio Field Office is designed for a private client who leases the facility long-term to the federal government, which entails the subdivision developer's stylistic requirements and strict federal government standards.

NEGRETE & KOLAR ARCHITECTS, LLP
www.nekoarch.com

McALLEN METRO TRANSIT TRANSFER STATION

City of McAllen / McAllen, Texas

Project Owner & Contact:
Zef Mendoza, Construction Mgr.
City of McAllen
311 North 15th Street
McAllen, Texas 78501
TEL: 956.681.1150

Completion Date
August 2023

Construction Cost
$7,050,000

Type of Construction
New Construction

Services Provided
Full Architectural Services

Team
Project Architect
David Negrete, AIA
Project Managers
Andres L. Mata, Jr., Associate AIA
Project Production
Fernando Perez

Consultants
Structural Engineering
Chanin Engineering
MEP Engineering
Halff Associates
Civil Engineering
Halff Associates





This project is part of a new and larger facility incorporating McAllen's Metro Transit Transfer Station, Transit Department Administration Offices, Storage, & Maintenance Warehouse on 8 acres. The Transfer Station includes six bus berths with undulating shade canopies, restrooms, security kiosk, and data/ support areas designed using an articulated steel, concrete, masonry, and wood aesthetic. Located off a busy intersection, the public can walk or park on-site to access valley-wide destinations when they get on the McAllen Metro Bus Line.

Also part of the design and adjacent to the Transfer Station, is the City's Transit Department Administration Offices, Storage, & Maintenance Bays, with employee and bus parking. The development is shared with the City's Parks & Recreation Department on a connected 12-acre site. Various approval agencies were active in the programming and development of the facility design including City of McAllen, FTA and TxDOT.





NEGRETE & KOLAR ARCHITECTS, LLP
www.nekoarch.com

EDINBURG TRANSIT TERMINAL

City of Edinburg / Lower RGV Development Council / Edinburg, Texas

Project Owner & Contact:
Tom Reyna, Asst. City Manager
415 West University Drive
Edinburg, TX 78541
Phone: 956-388-8204

Completion Date
February 2020

Construction Cost
$4,500,000

Scope of Services Provided
Full Architectural Services

Consultants
Structural Engineering
Chanin Engineering
Mechanical Engineering
RO Engineering
Civil Engineering
Rio Delta Engineering
Electrical Engineering
Sigma HN Engineering

Team
Project Architect
David Negrete, AIA
Project Managers
Andres L. Mata, Jr., Associate AIA
Bruce W. Menke, LEED AP





Located along US Highway 107 (University Drive) in downtown Edinburg, this two-story edifice contains approximately 15,000 square feet and sits on a 1.2 acre site; consisting of the LRGVDC Valley Metro Transit Terminal with six bus stops, vehicular drop-off circulation, and outdoor gathering plaza with art installation; ground floor lease spaces; and second floor Executive Office Suites with monumental stair entry and outdoor roof gathering space overlooking the existing McIntyre Promenade.

The structure consists of large volumes of earth-tone masonry, low-e glass, and exposed steel to convey a feeling of airy openness befitting a modern transportation hub. The 1,600 square-foot state-of-the-art Transit Terminal, with comfortable and modern seating for almost 60 passengers, will maintain up-to-date digital signage throughout the facility and at all bus stop canopies.



SOLORIO



Simon G. Solorio, PE

Principal

Solorio, Inc. is a well-respected engineering firm that has been providing quality services to Southern California and the Rio Grande Valley for many years. Solorio is highly experienced in all aspects of structural analysis and design, contract documents, and construction administration. He has an impressive track record of successfully completing large and small scale projects in a variety of different settings, including institutional facilities, correctional facilities, multi story housing projects, and corporate/industrial parks. In addition, Solorio has designed and engineered a wide range of other types of buildings, such as banks, hotels, medical facilities, and office buildings. His more than twenty-six years of experience make him a highly valuable asset to any client.

108 Cleo Dawson St., Mission, TX 78572 | info@solorioengineering.com | 956.607.1210

SOLORIO



El Tule

Solorio, Inc. played a pivotal role in the design and development of the El Tule project, a significant community center in Edinburg. This new facility, named the Jose Nieto and Consuelo Alfaro Robledo Center, represents a $5.3 million investment. It features a 27,000-square-foot building with multiple amenities, including three basketball courts and a walking trail. This center is not just a recreational space but also a historical landmark, reflecting the rich cultural heritage of the El Tule community and its evolution over the years.

108 Cleo Dawson St., Mission, TX 78572 | info@solorioengineering.com | 956.607.1210

SOLORIO



Garza-Chavez Police Community Network Center

Solorio Engineering is immensely proud to have been a part of the Garza-Chavez Police Community Network Center's creation in McAllen, Texas. Evolving from the Los Encinos Police Community Network Center, this facility now stands as a dedicated memorial to Officers Edelmiro Garza Jr. and Ismael Chavez, a testament to their valiant service. We express our profound gratitude to these heroes and offer our heartfelt sympathies and solidarity to their families. Their spirit and bravery are forever ingrained in our community, with this center symbolizing unity, resilience, and the unwavering bond between the police and the people they serve.

108 Cleo Dawson St., Mission, TX 78572 | info@solorioengineering.com | 956.607.1210



DBR

EDWARD PUENTES PE, CEM, LEED® GREEN ASSOCIATE

PARTNER-IN-CHARGE

REGISTRATIONS

Texas PE License: 102338
Certified Energy Manager

EDUCATION

BS | Mechanical Engineering
University of Texas-Pan American | 1997

AFFILIATIONS

- American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
- The Association of Energy Engineers (AEE)
- The American Institute of Architects Affiliate (AIA)
- Texas Energy Managers Association (TEMA)

ADDITIONAL INFORMATION

- 28 Years of Experience
- With DBR since 2008

ROLE

Edward is responsible for managing projects across the state. He oversees the design of mechanical, electrical, and plumbing work, making sure that the needs of our clients are met. Edward is also responsible for maintaining design standards and providing quality control.

RELEVANT PROJECT EXPERIENCE

CITY OF EDINBURG | EDINBURG, TX
Retail Parking Garage, New Building | 22,000 sf

CITY OF EDINBURG | EDINBURG, TX
Fire Dept. Emergency Operations Center, Addition/Renovation | 4,900 sf

CITY OF EDINBURG | EDINBURG, TX
Fire Station No. 5, New Building | 12,000 sf

CITY OF EDINBURG | EDINBURG, TX
West Water Treatment Plant, Emergency Generator, Systems Upgrades

CITY OF MCALLEN | MCALLEN, TX
Public Safety Building Parking Garage, New Addition | 20,000 sf

CITY OF MCALLEN | MCALLEN, TX
Police Department - Parking Lot, Exterior Lighting

CITY OF MCALLEN | MCALLEN, TX
McAllen-Miller International Airport - Parking Lot, Exterior Lighting

CITY OF SOUTH PADRE ISLAND | SOUTH PADRE ISLAND, TX
Convention Center - Parking Lot, Exterior Lighting

SPACE EXPLORATION TECHNOLOGIES | BOCA CHICA, TX
Starbase Parking Garage, New Building | 296,000 sf

TOWN CENTRE ONE | HOUSTON, TX
Office Building and Parking Garage, New Building | 456,000 sf
USGBC LEED GOLD

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER | EL PASO, TX
Department of Internal Medicine – Parking Lot, Exterior Lighting



DBR

HUGO H. AVILA PE

SR. ASSOCIATE | PRINCIPAL-IN-CHARGE

REGISTRATIONS

Texas PE License: 90071

EDUCATION

BS - Mechanical Engineering,
University of Texas at San Antonio | 1994

AFFILIATIONS

- National Society of Professional Engineers (NSPE)
- American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
- The American Institute of Architects Affiliate (AIA)
- City of McAllen Zoning Board of Adjustment and Appeals Member
- South Texas College - HVAC Advisory Committee
- South Texas College - Architectural and Engineering Design Technology Advisory Committee Chair

ADDITIONAL INFORMATION

- 31 Years of Experience
- With DBR since 2019

ROLE

Hugo Avila manages our MEP Engineering services for our McAllen office. Hugo's experience includes mechanical engineering and project management for a variety of projects including new construction, additions, renovations, and system upgrades for educational facilities, commercial buildings, and government facilities.

RELEVANT PROJECT EXPERIENCE

CITY OF EDINBURG | EDINBURG, TX
Retail Parking Garage, New Building | 22,000 sf

CITY OF EDINBURG | EDINBURG, TX
Service Center, New Building | 17,900 sf

CITY OF EDINBURG | EDINBURG, TX
Fire Station No. 5, New Building | 12,800 sf

CITY OF EDINBURG | EDINBURG, TX
West Water Treatment Plant, Emergency Generator, Systems Upgrades

CITY OF EDINBURG | EDINBURG, TX
Heights on Wisconsin P3 Lift Station, Emergency Generator

CITY OF MCALLEN | MCALLEN, TX
Police Department - Parking Lot, Exterior Lighting

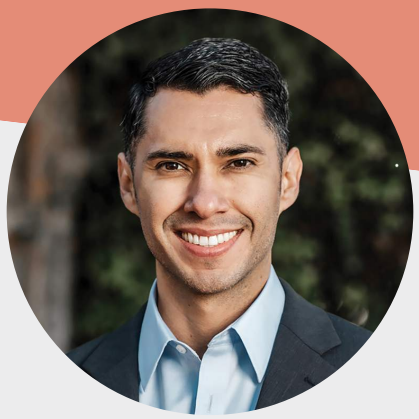
SU CLINICA | EDINBURG, TX
Su Clinica - Parking Lot, Exterior Lighting

CITY OF MCALLEN | MCALLEN, TX
McAllen Public Library, Exterior Lighting

CITY OF MCALLEN | MCALLEN, TX
Bicentennial Trail, Exterior Lighting

CITY OF MCALLEN | MCALLEN, TX
Public Works Administration Office, Renovation

CITY OF MCALLEN | MCALLEN, TX
Public Utility Office, Addition/Renovation



ROBERT TIJERINA PE

PROJECT MANAGER

REGISTRATIONS

Texas PE License: 121946

EDUCATION

MS - Mechanical Engineering
University of Texas - Pan American | 2011

BS - Civil Engineering
University of Texas - Pan American | 2015

BS - Mechanical Engineering
University of Texas - Pan American | 2009

AFFILIATIONS

- National Society of Professional Engineers (NSPE)
- American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
- The American Institute of Architects Affiliate (AIA)

ADDITIONAL INFORMATION

- 16 Years of Experience
- With DBR since 2021

ROLE

Robert Tijerina joined DBR 2021. Robert has effectively served as a project engineer and project manager to prepare plans, specifications, and construction administration for various public infrastructure projects. Robert has been involved in complicated chilled water HVAC design, smoke control systems, ductwork design for sound-sensitive spaces, construction management, and project management for municipal, government, educational, and commercial facilities.

RELEVANT PROJECT EXPERIENCE

CITY OF EDINBURG | EDINBURG, TX
Retail Parking Garage, New Building | 22,000 sf

CITY OF EDINBURG | EDINBURG, TX
Service Center, New Building | 17,900 sf

CITY OF EDINBURG | EDINBURG, TX
West Water Treatment Plant, Emergency Generator, Systems Upgrades

SU CLINICA | EDINBURG, TX
Su Clinica - Parking Lot, Exterior Lighting

CITY OF MCALLEN | MCALLEN, TX
McAllen Public Library, Exterior Lighting

CITY OF MCALLEN | MCALLEN, TX
Fire Training Facility, New Building | 14,975 sf

CITY OF MCALLEN | MCALLEN, TX
City Hall, Systems Upgrades

CITY OF MCALLEN | MCALLEN, TX
Fire Training Facility, New Building | 14,975 sf

CITY OF MCALLEN | MCALLEN, TX
Traffic Operations Facility, Emergency Generator

BROOKS COUNTY | FALFURRIAS, TX
Dept. of Public Safety Facility, Renovation

DBR | CITY OF EDINBURG EXPERIENCE

CITY OF EDINBURG | EDINBURG, TX
Retail Parking Garage
New Building | 22,000 sf

CITY OF EDINBURG | EDINBURG, TX
Fire Station No. 5
New Building | 12,800 sf

CITY OF EDINBURG | EDINBURG, TX
Fire Department - Emergency Operations Center
Addition/Renovation | 4,900 sf

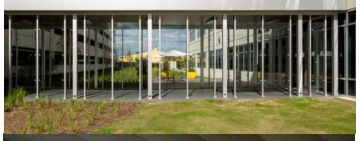
CITY OF EDINBURG | EDINBURG, TX
Dustin M. Sekula Memorial Library
New Building | 35,000 sf

CITY OF EDINBURG | EDINBURG, TX
Service Center
New Building | 17,900 sf

CITY OF EDINBURG | EDINBURG, TX
West Water Treatment Plant
Emergency Generator

CITY OF EDINBURG | EDINBURG, TX
Heights on Wisconsin P3 Lift Station
Emergency Generator







DBR | PARKING GARAGE EXPERIENCE

PROJECT CHAMPION PARKING GARAGE | THE WOODLANDS, TX
Parking Garage, New Building | 13-story

LOVETT POST BUILDING | HOUSTON, TX
Core/Shell Office Building and Parking Garage, Renovation | 40,000 sf

6 BOULEVARD GARAGE – WULFE | HOUSTON, TX
New Addition | 141,000 sf

FOUR HUGHES LANDING | THE WOODLANDS, TX
Office Building and Parking Garage, New Building | 410,952 sf

LYRIC CENTRE | HOUSTON, TX
Parking Garage, Renovation | 236,877 sf

LOCKTON PLACE | HOUSTON, TX
Office Building and Parking Garage, New Building | 286,000 sf

3400 AT CITYLINE | RICHARDSON, TX
Parking Garage, New Building | 434,000 sf

LAKE POINTE ONE | SUGAR LAND, TX
Office Building and Parking Garage, Electrical Upgrades | 235,000 sf

APACHE CORPORATION | MIDLAND, TX
Office Building and Parking Garage | 92,172 sf
USGBC LEED REGISTERED

EAST SHORE PLACE | THE WOODLANDS, TX
Parking Structure, New Building | 95,550 sf

ENERGY PLAZA AT WESTRIDGE PARK | MIDLAND, TX
Office Building and Parking Garage, New Building | 277,620 sf

TOBIN CENTER | SAN ANTONIO, TX
Parking Garage, New Building | 201,000 sf

TOWN CENTRE ONE | HOUSTON, TX
Office Building and Parking Garage, New Building | 456,000 sf
USGBC LEED GOLD

RESEARCH FOREST LAKESIDE - BLDG. 9 | THE WOODLANDS, TX
Parking Garage, New Building | 152,750 sf

ENERGY TOWER IV | HOUSTON, TX
Office Building and Parking Garage, New Building | 523,134 sf
USGBC LEED GOLD

DBR | PARKING GARAGE EXPERIENCE

CHEVRON PHILLIPS HQ1 | THE WOODLANDS, TX
Office Building and Parking Garage, New Building | 324,000 sf

THREE HUGHES LANDING | THE WOODLANDS, TX
Office Building and Parking Garage, New Building | 370,000 sf

TWO HUGHES LANDING | THE WOODLANDS, TX
Office Building and Parking Garage, New Building | 217,800 sf

CHICAGO BRIDGE AND IRON | THE WOODLANDS, TX
Parking Garage, New Building | 195,000 sf

TEXAS INSTRUMENTS | SUGAR LAND, TX
Office Building and Parking Garage, New Building | 155,000 sf
USGBC LEED GOLD

WESTGATE | HOUSTON, TX
Office Building and Parking Garage, New Building | 227,500 sf
USGBC LEED GOLD

ENERGY TOWER III | HOUSTON, TX
Office Building and Parking Garage, New Building | 540,000 sf

RESEARCH FOREST LAKESIDE | THE WOODLANDS, TX
Parking Garage B, New Building | 609,375 sf

ST. THOMAS HIGH SCHOOL | HOUSTON, TX
Parking Garage, New Building | 112,000 sf

THREE ELDRIDGE PLACE | HOUSTON, TX
Office Building and Parking Garage, New Building | 293,000 sf

GSA | SAN ANTONIO, TX
East Travis Street Parking Garage, New Building | 79,829 sf

FOUR CHASEWOOD | HOUSTON, TX
Office Building and Parking Garage, New Building | 195,000 sf

SUGAR LAND TOWN SQUARE | SUGAR LAND, TX
Parking Garage K, New Addition | 158,965 sf

WATERWAY SQUARE | THE WOODLANDS, TX
Office Building and Parking Garage, New Building | 800,000 sf

WESTWAY PLAZA | HOUSTON, TX
Office Building and Parking Garage, New Building | 395,000 sf
USGBC LEED GOLD

SUGAR LAND TOWN SQUARE | SUGAR LAND, TX
Parking Garage F, New Building | 481,623 sf

WATERWAY ONE | THE WOODLANDS, TX
Office Building and Parking Garage, New Addition | 51,000 sf

TOWN CENTER THREE | THE WOODLANDS, TX
Office Building and Parking Garage, New Building | 269,000 sf

LEXICON PHARMACEUTICALS | THE WOODLANDS, TX
Office Building and Parking Garage, New Building | 400,000 sf

WATERWAY PLAZA TWO | THE WOODLANDS, TX
Office Building and Parking Garage, Addition/ Renovation | 50,000 sf

HIGHLAND VILLAGE | HOUSTON, TX
Parking Garage, New Building | 130,000 sf

1100 SMITH PARKING GARAGE | HOUSTON, TX
New Building | 100,000 sf

1021 MAIN | HOUSTON, TX
Office Building and Parking Garage, New Building | 250,000 sf

1301 TRAVIS | HOUSTON, TX
Parking Garage, Addition/Renovation | 298,620 sf

WOODLANDS CINEMA | THE WOODLANDS, TX
Parking Garage, New Building | 230,000 sf

ACADEMY SPORTS + OUTDOORS | KATY, TX
Parking Garage, New Building | 180,000 sf

THE WOODLANDS WATERWAY MARRIOTT HOTEL & CONVENTION CENTER | THE WOODLANDS, TX
East Parking Garage, New Building | 100,000 sf

THE WOODLANDS WATERWAY MARRIOTT HOTEL & CONVENTION CENTER | THE WOODLANDS, TX
West Parking Garage, New Building | 200,000 sf

INTEGRATED LANDSCAPE ARCHITECTURE, LLC

Integrated Landscape Architecture, LLC has been entered into the Texas Board of Architectural Examiners registry of business entities and associations authorized to offer and perform Landscape Architectural services in Texas. *(Registration No. BR 1601)* Feel free to visit our website at **landarchtx.com** to view job photos and design samples.

FIRM PROFILE

Integrated Landscape Systems was founded in Houston in 1995 as a design/build landscape construction company that installed many high quality residential and commercial landscape projects throughout the Houston area. Ten years later our business became focused solely on our professional landscape design services due to an over-whelming demand for our work from landscape contractors, developers, and architects. Eventually, in 2007, after re-locating to the Texas Hill Country from Houston we changed our name to Integrated Landscape Architecture to express our commitment to providing, exclusively, landscape architectural design services to our clients which quickly became, primarily, architectural firms. Today we are proud to service the three Texas metropolitan centers of Houston, Austin, and San Antonio with resulting projects across the state of Texas. ILA specializes in beautifully detailed, practical, and sustainable Landscape planting plans, Irrigation plans and Details geared to the client's/architect's wishes. These are ideal for permitting (municipal landscape ordinances), bidding and construction. Recent projects include custom residential estates, large commercial and retail developments, banks, office buildings, educational campuses and schools, multi-family developments and industrial facilities including more and more LEED certified projects.

PRINCIPAL / OWNER

Integrated Landscape Architecture was founded and is operated by sole proprietor / principal Duane Bungo: Pennsylvania State University, B.S. in Landscape Architecture, Texas licensed Landscape Architect #1375 and Louisiana licensed Landscape Architect #B-414.

With over 30 years of landscape construction and design experience Mr. Bungo provides an unwavering professional commitment to design excellence, realistic plant and material selection, sizing and spacing as well as unsurpassed client communication and personal availability.

ASSOCIATES

Most of the larger irrigation systems for our projects are designed using RainCAD or LandCAD by renowned irrigator / irrigation designer and past President of The Gulf Coast Irrigation Association, Bill Shour (Texas Licensed Irrigator #1531).

TEXAS • LOUISIANA
765 Rolling Oaks Drive . Driftwood, Texas 78619 . (713) 973-7851

INTEGRATED LANDSCAPE ARCHITECTURE, LLC

PARTIAL PROJECT LIST

Schools

- Patterson Elementary, H.I.S.D. (LEED) — Houston
- Maintenance Facility, J.I.S.D — San Antonio
- Nellie Schunior Administration Campus, La Joya I.S.D. — La Joya TX

Office Buildings / Office Parks / Industrial

- Doctors Office Pavilion — Richardson
- Central Green 9 & 10 (LEED) — Houston
- Tex-Trude Facility and Office — Baytown

Misc. Commercial

- Take 5 Car Wash & Oil Change — Edinburg
- Firestone — Tomball
- Stripes — Abilene

Religious

- Parkway Fellowship of Katy — Fort Bend Co.
- Rice Temple Baptist Church — Houston

Banks / Financial

- Sage Bank — San Marcos
- Woodforest National Bank — The Woodlands
- Community Bank of Texas — Beaumont

Multi - Family / Apartment Complex

- The Gardens at Challenger Park — League City
- Delano Crossing Flats — Houston
- Katy Ranch Crossing — Katy

Retail

- The Shoppes at Town Square — Deer Park
- The Landing at Lake Marble Falls — Marble Falls
- Lufkin Market Place — Lufkin

Federal

- Multiple AAFES projects (LEED) — Fort Bragg NC

International

- Las Terrazas Villas & Condominiums (Irrigation) — Ambergris Caye, Belize
- Bahamas Police Force & Academy (landscape) — Freeport, Grand Bahama Island
- Various Residential Projects — Freeport, Grand Bahama Island

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765 Rolling Oaks Drive . Driftwood, Texas 78619 . (713) 973-7851

2.5 The City does not require a respondent to have or establish an office in Edinburg. However, the City expects the successful respondent and all members of the project team, to make a significant commitment to servicing the Project, regardless of their geographic proximity. Describe specifically the procedures the prime respondent and each of the other listed team members will employ to ensure that Project and the City are thoroughly supported from the earliest planning stages through the completion of the warranty period. Identify which core project team members will work full time on the project site during specific project phases. Include examples of how these procedures have been successfully employed on previous similar projects.

We are local to the Rio Grande Valley and proud to be part of projects that make this community stronger. Our main project office as well as our Architectural Team member's office are both located in Edinburg TX and within ten minutes and six city blocks from the Project Site. We're available to meet during the planning, design, and construction phases of the project. Similarly, our MEP, Structural, and Civil teams are all located within 30 minutes from the Project Site.

The design-build team will implement a systematic approach to warranty tracking and completion to uphold the project's quality post-construction. We will establish a centralized system for documenting warranties, tracking expiration dates, and managing warranty claims efficiently. Regular inspections and proactive maintenance protocols ensure early identification of potential issues covered under warranty, allowing prompt resolution. By maintaining open communication channels with suppliers and subcontractors, we streamline the warranty fulfillment process, ultimately safeguarding the client's investment and satisfaction with the project.

Jaime Enriquez, Ismael Adame, Jarrod Neck, Aaron Rodriguez and David Hill will work full time on the project site during specific project phases. All team members will at some point dedicate 100% of their time to achieve the goals and milestones required for project delivery and at other time frames less than that. In all regards, the teams will be fully staffed, managed and available for meeting, review, and coordination of the owner's interests, needs and requirements.





Tab 3) Technical & Management Competence with D-B

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

3.1 Describe your firm's demonstrated technical competence and management qualifications for design-build projects.

The ECON Project Management Team continually has direct and close communications with the A/E team through the Architect and with the Owner through the Program Manager regarding the implementation of the Contract Documents and overall Construction Schedule. The Project Managers review industry and internal submittals to ascertain accuracy and compliance with the Contract Documents specified material for each division of the contract documents along with samples of the materials being utilized when required. ECON generates and maintains up-to-date and current submittal, pay application, RFIs, and scope modification schedules, as an integral part of management of the project.

The Project Managers review and coordinate the implementation of the work and determine if there are inconsistent or missing details and/or direction. They then communicate those to the A/E team. When warranted, ECON issues a Request for Clarification and provide options or suggestions as how to rectify the detail for construction to proceed without overstepping the responsibility and role of the Architect and Engineers.

Successful performance in past project delivery has resulted in ECON having a verifiable reputation of excellent quality of service and finished product, yearly growth of bonding capacity, and testimonials of satisfied clients and business associates. ECON can be clearly measured as a solid, dependable and committed partner.

3.2 Provide your communication plan and demonstrate how you will interface with the City, Owner's Representative, Architect and Consultants to enhance the planning, design and construction processes of the Project.

Starting at project inception, ECON and Negrete & Kolar Architects as the Design-Build Team begin with direct communication with each other, with the Owner, and with subconsultants. ECON is well-informed of the Architect's meetings with the Owner and of the design process through this direct communication. In the past, ECON has attended design meetings with Negrete & Kolar Architects to clearly formulate a budget & an achievable schedule plan with the Owner. Combining the knowledge of all parties has ensured the best achievable end-result.

3.3 Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects. Provide examples of records, reports, monitoring systems and information management systems you have used on similar projects and that you propose to use on this Project.

Currently ECON utilizes the 2019 Microsoft Project Scheduler to enhance the critical paths of a construction schedule. ECON's scheduling system incorporates the critical paths of specific material deliveries and specific unique aspects of a construction division. During the course of a project, the schedule may need to be updated because of extended material deliveries. These adjustments are registered separately and kept simultaneously with the original scheduling. This helps the project management team distinguish between subcontractors schedule and material deliveries. ECON determines based on these critical paths the changes that may be required by each subcontractor in order to maintain the goal of substantial completion.

ECON has a solid reputation of delivering projects on time and within the GMP. Success in Project Scheduling is achieved through:

a.) Weekly progress meetings with subcontractors
b.) ECON review and confirmation of ECON material deliveries
c.) ECON daily confirmation of subcontractor manpower

These critical components of schedule management determine if the schedule should be updated to reflect unforeseen production deficiencies in material delivery or manpower or if work-around procedures will cure the developing problem.

On ECISD Administration Building, La Joya ISD Administration Building and Robert Vela High School - ECON used the set of preliminary drawings to conduct an overview of the design and design details with our estimating department. The estimates were conducted at every stage of percentage of design. For instance, DD was at 50% and 100% and CD was at 30%, 50% and 75%. GMP was established at 75% of CDs. The estimates were accurate because there were no change orders.

Negrete and Kolar Architects, LLP integrates technology into all phases of a project including functional analysis, programming, project budgeting, responsive planning and design, construction document production, and construction administration. We primarily use Autodesk Revit to model all projects. The benefits to using modeling software is the detection of potential conflicting components when coordinating with the Design Team Consultants. The parametric features of BIM make the software efficient during the design phase of the project. Construction Documents are completed using a variety of supplementary software such as Adobe Photoshop, Lumion, and Microsoft Office Suite.

3.4 Identify your personnel responsible for reviewing design and construction documents. Describe what methods you employ for coordination and distribution of design and construction documents during the design and construction phases to ensure quality control and to mitigate change orders.

Gilbert Enriquez, David Negrete, AIA, Bruce W. Menke, LEED AP+BC, and Andres L. Mata Jr. will manage the QA/QC process.

ECON will establish project objectives at the pre-construction phase of the project and maintain those objectives into the construction phase. ECON believes that change orders are unacceptable to the Owner unless requested by the Owner and we will do our very best to review, resolve and take ownership of the design and its details during the pre-construction phase and beyond to eliminate conflicts. Change orders due to A/E services will simply not exist in this format. Changes brought in by the Owner or Jurisdictional Authorities changing their minds will need to be discussed for financial impact, if any.

3.5 Describe how your project team will engage the City within the project communication methods to obtain buy-in and approval at the appropriate phases.

ECON, as well as our Consultant, Negrete & Kolar, believe that communication at all phases of design development and construction are the key to the expected success of the project. Accordingly, The City of Edinburg will be purposefully integrated into relevant communications as an essential determinant for project success.

ECON/Negrete & Kolar will establish thorough communication protocols that include the City's representatives and applicable City Departments to discuss the needs and challenges of this project. During our designated communication sessions, ECON/Negrete & Kolar will provide pertinent information to the city to address questions that may impact the design of the parking garage.

At every milestone phase, ECON/Negrete & Kolar will provide updates to City Administration as well as presentations to City Council regarding Architectural and Site design of the parking garage project, as well as other relevant data for administrative decision making.

The ECON/Negrete & Kolar Design/Build Team recommends an initial Vision, Programming, and Budgeting workshop with City of Edinburg Project Management Consultant, City Administration and Council as determined by the Owner for initial discussion of scope budget development background. The Design/Build Team will then develop and analyze those parameters for further definition of a concept design and expected construction cost and request another review session for discovery and discussion.

These scope to budget verification and visioning sessions will be followed by an executive summary by the prime firm including graphics and data developed by the Owner/DB team collaboration. With a solid Owner/DB concurrence, design and budgeting will evolve and develop in three to four more milestones around those parameters concluded with permit ready Construction Documents with discussion and summary as beneficial and as requested by the Owner Team.

Tab 4) Experience On Similar Design-Build Projects

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

LRGVDC VALLEY METRO MAINTENANCE FACILITY

ENRIQUEZ CONSTRUCTION

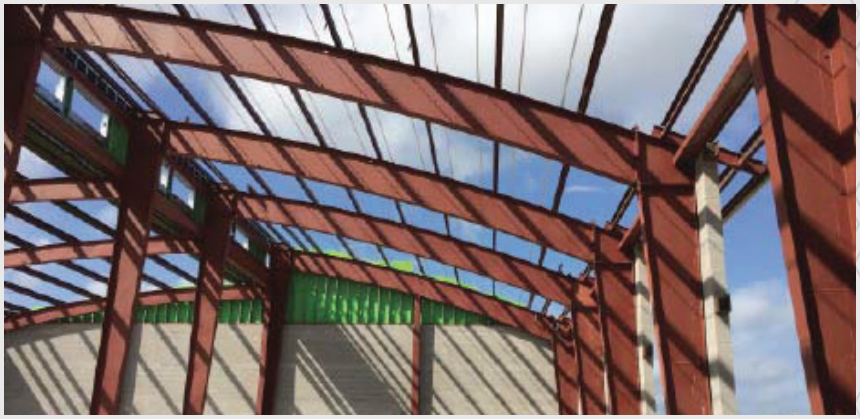
ORIGINAL GMP $1,350,000

FINAL CONST. COST $1,300,000

COMPLETED February 2015

Project Type: Design Build

NEGRETE & KOLAR ARCHITECTS, LLP



Owner/Client:
Lower Rio Grande Valley Dev. Council
301 W. Railroad
Weslaco, Texas 78596
Victor Morales, Procurement Dir.
956.330.7797

Architect:
Negrete & Kolar Architects, LLP
204 E. Stubbs St.
Edinburg, TX 78539
David Negrete,AIA Architect
512.461.8810

This 8,160 ft² facility which is designed to match an existing Fire Station, provides the Valley Metro Public Transportation System a Storage and Maintenance Facility as well as WET Friction and Pressure Wash. The Fire Station as part of City Services has accessibility to the Wash Bay as well. Management offices were located apart from the Maintenance Area with all necessary services.

TEAM: Gilbert Enriquez, President; Jaime Enriquez, Project Engineer; Ismael Adame, Project Manager; Jarrod Neck, Project Manager; Aaron Rodriguez, Project Superintendent; David Hill, Project Superintendent

EDINBURG CISD BREWSTER CAFETERIA & FOOTBALL FIELD

ENRIQUEZ CONSTRUCTION

ORIGINAL GMP $4,000,000

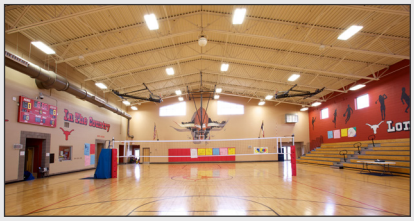
FINAL CONST. COST $3,750,000

COMPLETED August 2015

Project Type: CM@R

NEGRETE & KOLAR ARCHITECTS, LLP







Owner/Client:
Edinburg Consolidated Independent School District,
Robert Estrada,
956.279.9670

Architect:
Negrete & Kolar Architects, LLP
204 E. Stubbs St.
Edinburg, TX 78539
David Negrete, AIA Architect
512.461.8810

The Project consisted of an approximate 11,000 SF new Pre-K through 8th Grade Campus School Cafeteria, 17,000 SF Middle School Gymnasium & 16,000 Middle School Classroom building. The Project also included a revised/relocated football field & competition athletic track shifted over the existing football field to allow for long term master planning of the campus that serves age Pre-K through 8th grade age groups.

TEAM: Gilbert Enriquez, President; Jaime Enriquez, Project Engineer; Ismael Adame, Project Manager; Jarrod Neck, Project Manager; Aaron Rodriguez, Project Superintendent; David Hill, Project Superintendent

4.1 / 4.2 / 4.3

SOUTH TEXAS COLLEGE TECHNOLOGY CAMPUS BUILDING RENOVATIONS

GUARANTEED MAX. PRICE $10.2M
FINAL CONST. COST $8.5M
No Change Orders
COMPLETED July 2017



Reference/Owner:
Ricardo De la Garza
South Texas College
3200 W. Pecan Blvd.
McAllen, Texas 78501
956.872.4681

Architect:
Eddie Vela, AIA
EGV Architects, Inc.
220 S Bridge St.
Hidalgo, TX 78557
956.843.2987

Renovation to existing 60,000 square feet warehouse for new classrooms, labs and administrative offices. Includes new walls, new MEP systems, new doors and frames, new ceilings and new painting. Site includes new parking lots with landscaping and irrigation.

Managing Principal: Gilbert Enriquez ***Delivery Method: Construction Manager @ Risk***

TEAM: Gilbert Enriquez, President; Jaime Enriquez, Project Engineer; Ismael Adame, Project Manager; Jarrod Neck, Project Manager; Aaron Rodriguez, Project Superintendent; David Hill, Project Superintendent

ROMA ELEMENTARY #7, ROMA ISD

ORIGINAL GMP $17.8 M
FINAL GMP $17.7 M
Completed Aug. 2018
No Change Orders



Owner/Client:
Roma ISD
Mr. Carlos Guzman,
Superintendent,
PO Box 187
Roma, Texas 78584
956.849.1377

Architect:
Eddie Vela, AIA
EGV Architects, Inc.
220 S Bridge St.
Hidalgo, TX 78557
956.843.2987

One story 77,000 square feet elementary consisting of a kitchen, cafeteria, gym, library, computer labs and science rooms. The building is constructed of CMU and brick veneer with a built-up modified roofing system. Includes a clerestory at the main library for natural sunlight into the building. Site work consists of parking lots, bus drive, fire lane and student drop-off areas.

Managing Principal: Gilbert Enriquez ***Delivery Method: CM@R***

TEAM: Gilbert Enriquez, President; Jaime Enriquez, Project Engineer; Ismael Adame, Project Manager; Jarrod Neck, Project Manager; Aaron Rodriguez, Project Superintendent; David Hill, Project Superintendent

4.1 / 4.2 / 4.3

TROPICAL TEXAS BEHAVIORAL HEALTH VETERAN CENTER

ENRIQUEZ CONSTRUCTION

ORIGINAL GMP $1,308,092
FINAL CONST. COST $1,135,966
COMPLETED January 2024
Project Type: Design Build

NEGRETE & KOLAR ARCHITECTS, LLP







Owner/Client:
Tropical Texas Behavioral Health
(Public Entity)
1901 S. 24th Ave.
Edinburg, TX
78539
Terry Crocker
956.227.4214

Architect:
Negrete & Kolar Architects, LLP
204 E. Stubbs St.
Edinburg, TX
78539
David Negrete, AIA
Architect
512.461.8810

This 4,000 SF interior finish-out of an existing shell included 5 offices, a conference room, a kids space, laundry room, computer area, kitchen, and an open/shared activity area. Interior storefront systems provided ample visibility of each area to supervisors on staff.

TEAM: Gilbert Enriquez, President; Jaime Enriquez, Project Engineer; Ismael Adame, Project Manager; Jarrod Neck, Project Manager; Aaron Rodriguez, Project Superintendent; David Hill, Project Superintendent

NEGRETE & KOLAR
ARCHITECTS, LLP
www.nekoarch.com

DONNA INTERNATIONAL BRIDGE PARK & RIDE

Lower Rio Grande Valley Development Council / Donna, Texas

Project Owner & Contact:
Lower Rio Grande Valley
Development Council
Victor Morales, Procurement Officer
311 N 15th Street
McAllen, Texas 78501
TEL: 956.682.3481

Completion Date
2015

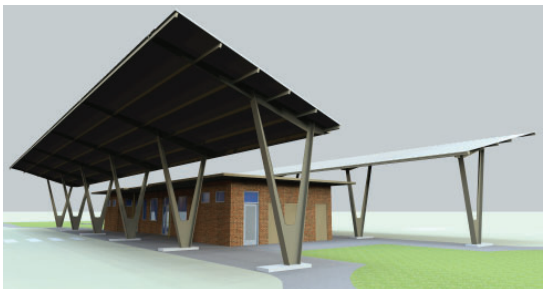
Construction Cost
$1,400,000

Team
Project Architect
David Negrete, AIA
Project Managers
Andres L. Mata, Jr.
Bruce W. Menke, LEED AP
Project Production
Fernando Perez

Contractor
E-CON Group
Delivery Method: CM@R



The project includes 2 acres of land, a 3,600 sq. ft. facility and 6,000 sq. ft. of shade canopy. The program consisted of developing a section of Bridge land adjacent to the port of entry for visitor park & ride in and out of the USA. The facilities consist of administration office, law enforcement contingent, public restrooms, lobby and ticketing resolution. On the outside, shade canopies were designed for travelers waiting for bus service.





NEGRETE & KOLAR ARCHITECTS, LLP
www.nekoarch.com

NELLIE SCHUNIOR CENTRAL ADMINISTRATION BUILDING

La Joya ISD / La Joya, Texas

Project Owner & Contact:
Daniel Garza
La Joya ISD
201 E. Expressway 83
La Joya TX 78560
TEL: 956.323.2125
FAX: 956.580.5008
Email: d.garza9@lajoyisd.net

Completion Date
March 2013

Construction Cost
$6,500,000

Scope of Services Provided
Full Architectural Services

Consultants
Structural Engineering
Solorio & Associates
MEP Engineering
Halff Associates, Inc.
Civil Engineering
Halff Associates, Inc.
Landscape Architecture
Integrated Landscape Architecture

Team
Project Architect/Designer
David Negrete, AIA, Principal
Project Manager
Andres L. Mata, Jr., Assoc. AIA

Contractor
E-CON Group



This two-phase project consisted of transforming an existing historically significant high school building into the new central administration building for the school district. The project scope included abatement of hazardous materials, exterior envelope rehabilitation, structural rehabilitation and upgrade, new hardware and security hardware implementation, complete interior renovation space planning redesign and extensive site renovations to create new parking and accessible routes into the approximate 52,000 SF building from multiple entry points.

Specific Energy Conservation measures undertaken included envelope window/Glazing replacement and upgrade from single pane windows to highly efficient modern but historically sensitive window systems and entrances. Existing roof top units were analyzed and improved both in optimal mechanical operation and as well with electrical wiring upgrades in line with maximum efficiency. The entire facility was selectively demolished of its original interior partitions with new electrical systems implemented with an electrical coordination study to ascertain optimal performance.

Fire sprinkler systems were non-existent and were incorporated into the newly commissioned historical site in the overall renovation effort. A follow up recommendation to improve a 1980s integrated classroom addition now converted to office space was implemented to replace all of the 1980s storefront single glazed window units with highly energy efficient manufactured windows similar to the historic adaptation windows of the 1920s historical site facility.

NEGRETE & KOLAR
ARCHITECTS, LLP
www.nekoarch.com

HIDALGO CO. PRIMARY CARE & SUBSTANCE ABUSE CLINIC

Texas Facilities Commission / Hildago County / Edinburg, Texas

Project Client Contact:
Eddie Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
1304 South 25th Avenue
Edinburg, TX 78542
TEL: 956-383-8858

Completion Date
Fall 2011

Construction Cost
$2,800,000

Scope of Services Provided
Full Architectural Services

Consultants
Structural Engineering
Jaster-Quintanilla Associates
MEP Engineering
Halff Associates, Inc.
Landscape Architecture
Coleman & Associates

Team
Project Architect
David Negrete, AIA
Project Designer/Manager
J. Carlos Ortiz, Jr. LEED® AP

Contractor
E-CON Group







This 13,000 square foot operation is a one story Primary Care and Substance Abuse Clinic Facility for outpatient treatment initially for juveniles under the age of 16.

The facility accommodates various medical exam rooms, group counseling rooms, offices, community education rooms and ancillary space for infrastructure and daily maintenance operations. The Hidalgo County Clinic is set up for electronic tele-health utilization.

The facility provides ongoing and future primary care services and services for prevention and treatment of substance abuse among adolescents (primary population) and adults in the Hidalgo community as funded.





Tab 5) Current Construction Methods & Technology

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5.1 Demonstrate the specific methods and techniques you intend to utilize to plan and schedule on-time delivery of this project; achieving the City's goals on time and on budget.

Progress is tracked daily, weekly and monthly both for established construction schedule adherence, advancement, and betterment, as well as for accurate accounting of work performed. This aspect of managing the project is critical for subcontractor performance and timely delivery of material. Accurate record-keeping of work performed, verifiable material deliveries, proper management of work activities, and are what make a General Contractor a Trusted Leader in the construction industry. ECON Superintendents actively supervise all field operation all day every day to manage the performance of the construction team and the tasks of implementing the Contract Documents. ECON Superintendents meet with and manage subcontractors & suppliers daily and provide the subcontractors/suppliers updated schedules and two-week outlooks for the duration of the project schedule. This ensures that the Construction Delivery Schedule is maintained and that the goal for completing the project on schedule is met.

5.2 Demonstrate your approach for developing bid packages and the Guaranteed Maximum Price (GMP) proposals and describe specific advantages for the City.

ECON will coordinate the design and the development of the construction documents with the design team on a bi-monthly basis to ensure that the construction documents are completed within the allotted time for design. Within this process, ECON will work with and direct the Design Team on preferred packaging and assembly of documents to achieve the best results in bidding based on manufacturer, supplier and sub-contractor capabilities and advantages. ECON will communicate its preferred design packaging for bidding and implementation early on to the Design Team. If during design ECON concludes that we can procure a certain scope of work due to the completion of the construction documents, ECON will proceed with a bidding process for that noted scope and communicate that activity and the advantageous purpose for the City of Edinburg.

5.3 Demonstrate your cost control system used on similar projects in the past, and describe your system and processes that will ensure that the executed GMP Proposals will be within the City's budget established for this Project.

As programming and design development progress, ECON will provide cost determination budgets for each milestone design phase as a tool to maintain the overall budget of the project. If the preliminary budget at each milestone exceeds the Owner budgeted amount, ECON will provide cost reduction and cost alternative measures to the Architect for implementation into the design. During the construction phase, ECON will have a GMP established and the GMP will be maintained by ECON with accurate budget analysis addressing the key elements of the project, such as for mechanical, plumbing and electrical systems. ECON will continuously strive to improve the level and quality of its professional services. While many components of our company's integrated services are essential to overall project success, a key component is effective cost management.

All project participants on the ECON team are charged with the responsibility of managing cost and financial risk for the Owner. The following are various steps in development and maintenance of the budget: Developing the initial cost model, continuous cost budgeting, formal cost estimates, value alignment and GMP.

ECON will maintain the GMP for the entire duration of the project. We anticipate having all subcontractors and suppliers under contract within 30 days of the GMP approval. Once this is achieved the GMP can be converted into a Lump Sum contract price for the Scope determined to avoid cost escalation.

ECON will assemble a team of design and construction professionals who accept ECON's Philosophy that a successful project is dependent on every integral participant being committed to the overall success of the project.

ECON will accomplish this by coordinating regular design development meetings to discuss potential cost saving items and discuss layouts for an efficient cost-effective project. ECON will develop budgets at each designated completion phase of the design and will provide recommendations on how to incorporate economical materials and functional design solutions.

5.4 Describe your company's quality assurance program. What are your company's protocols and procedures, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For a minimum of one of the projects listed in response to this Section 6, provide specific examples of how these techniques were used.

ECON's QC/QA procedures have been developed to be utilized in all projects undertaken and have proven to provide a reliable standard of care. It is our common practice to methodically question and verify scope & budget with clients, to assure achievement of the program goals within the allocated budget. Upper-level review procedures also demand that specific project aspects do not fall subject to obscurity or ambiguity while in the charge of preparation. The Owner may easily modify a project's scope, cost, or time to complete, but the responsibility of the Construction professional does not lie in initiating these decisions. Constant vigilance over the execution of the design is the only way to ensure that scope and budget are properly aligned in a Design/Build assignment.

5.5 Describe your approach to value engineering and the services you offer to reduce the overall construction cost in order to meet the City's budget goals.

ECON/Negrete & Kolar approach to meeting the City's budget goals starts at the design development phase. ECON/Negrete & Kolar believes that providing the City with constructability classifications and budget costs for each of the constructability classification before moving on with an approved constructability classification will eliminate the need to value engineer the project after the bidding phase. During the design phase, ECON provides input to design team regarding cost implications of types of materials proposed to utilize on the project and material availability of those products. ECON believes that this methodology is essential to eliminating the need to value-engineer a project after the bidding phase.

Tab 6) Innovative Design or Construction Methods

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6.1 Demonstrate innovative design or construction methods developed by your team that will be advantageous in the execution of this project.

As the Design Lead component of the ECON Design/Build Team. Negrete & Kolar Architects has consistently led and advanced its Owner's exposure and advantages in the proactive adoption of energy efficient, maintenance economical, sustainable design, and construction applications. Such applications are crafted for project specific utilization and not as an overreaching recipe for global implementation.

As infrastructure budgets tighten, the need for solutions that reduce maintenance, prolong service life, and lower lifecycle costs is growing. Advanced materials capable of self-healing cracks, resisting hydrostatic pressure, and preventing water infiltration have become essential rather than optional. Design and anticipated construction systems are analyzed for appropriate use, initial cost, durability, maintenance, long term application, and impact of application considering locally manufactured and procured materials vs those singularly shipped long distance for one project with the cost of transport and resulting environmental impact.

The long-term sustainability of the finished construction should be such that materials and applied systems last well beyond what we see modern and pre-modern construction last in terms of centuries. Such long-term durability thus makes the initial investment more economical due to its inherent sustainability. The selection of short term less expensive systems will eventually prove to be far more expensive if their condition results in replacement in two to three decades. Minimization of maintenance as well results in substantial sustainability due to all things involved being saved and not expended. There are though various categories that have life span limitations due to wear and tear, or environmental degradation exposure and will need unavoidable parts repair or replacement. Minimization of this though is part of sustainability consideration.

The advantage for the City of Edinburg with the ECON/Negrete & Kolar Design/Build Team is our decades of applied experience assisting Owners with decision making based on solid observation and evaluation of products and systems that yield advantages, savings, and long-term economics. In the long term all of this then results in less environmental impact and real sustainability for the Owner.

6.2 Identify if any members of your team are involved in any research or education initiatives that provides resources beneficial to this project.

The ECON/Negrete & Kolar Design Build Team is comprised of professionals who participate in continuing education summarized in lecture or application form to study the results of industry led research in the multiple and varied aspects of Design and Construction.

Participation in Continuing Education creates the inherent resource in each of the participating firms that then assists each firm in consideration of results-oriented initiatives and applications. Everyone working in these firms is exposed to the extent of their role to the rigors of continuing education whether enhanced human safety process in construction or implementation of economical sustainable material and product selection in design.

It is not possible to have a durable long-term practice in either Design or Construction without participating in research and educational initiatives for the benefit of Clients. The ECON/Negrete & Kolar Design Build Team is comprised of such success driven firms not only for their survival and continuation but for the benefit of their clients who are the lifeblood of their existence.

Tab 7) References

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7.1 Provide a customer reference list of no less than three (3) organizations with which respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past five (5) years. The reference list shall include company name, contact person, and telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).

Hidalgo County
Oscar Villarreal
956.457.9388
Competitive Sealed Proposal, 10 years business relationship, construction of a new bio-safety laboratory for the County Health Department built in 2022.

University of Texas - Rio Grande Valley
David Iglesias
210.632.4074
Competitive Sealed Proposal, 5 years business relationship, construction of 2 buildings for the Soccer and Track departments in 2023.

Tropical Texas Behavioral Health
Terry Crocker
956.227.4214
Design Build Services, 5 Years business relationship, design build of a shell space finish-out in 2023.

Donna ISD
Alfonso Perez
956.500.7237
Competitive Sealed Proposal, 15 Years business relationship, construction of 3 classroom additions (24,000 square feet) at 3 different elementary campuses currently under construction.

Tab 8) Demonstrated Ability To Meet Budgets & Schedules

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Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

8.1 Describe your plan for meeting or improving the City's proposed schedule for design and/or construction. If you propose to improve the schedule, describe your system for maintaining quality of services, materials or workmanship, and demonstrate its successful application on similar projects in the past.

Progress will be tracked daily, weekly and monthly both for established construction schedule adherence, advancement, and betterment, as well as for accurate accounting of work performed and eligible for payment. This aspect of managing the project is critical for subcontractor performance and timely delivery of material. Accurate record-keeping of work performed, verifiable material deliveries, proper management of work activities, and timely payment are what make a General Contractor a Trusted Leader in the construction industry. ECON Superintendents will actively supervise all field operation all day every day to manage the performance of the construction team and the tasks of implementing the Contract Documents. ECON Superintendents will meet with and manage subcontractors & suppliers on a daily basis and provide the subcontractors/suppliers updated schedules and two-week outlooks for the duration of the project schedule. This ensures that the Construction Delivery Schedule is maintained and that the goal for completing the project on schedule is met.

8.2 Describe the way in which your firm develops and maintains project schedules. How and when do you update schedules?

ECON utilizes the 2019 Microsoft Project Scheduler to enhance the critical paths of a construction schedule. ECON's scheduling system incorporates the critical paths of specific material deliveries and specific unique aspects of a construction division. During the course of a project, the schedule may need to be updated because of extended material deliveries. These adjustments are registered separately and kept simultaneously with the original scheduling. This helps the project management team distinguish between subcontractors' schedule and material deliveries. ECON determines based on these critical paths the changes that may be required by each subcontractor to maintain the goal of substantial completion.

ECON has a solid reputation of delivering projects on time and within the GMP. Success in Project Scheduling is achieved through:

a.) Weekly progress meetings with subcontractors
b.) ECON review and confirmation of ECON material deliveries
c.) ECON daily confirmation of subcontractor manpower

These critical components of schedule management determine if the schedule should be updated to reflect unforeseen production deficiencies in material delivery or manpower or if work-around procedures will cure the developing problem.

8.3 Describe your company's cost control philosophy, how is it carried out, and how success in keeping this philosophy is measured. Describe the extent of your cost estimating services in terms of the development of the estimates, updating/validation throughout the preconstruction and construction phases and your overall accountability related to controlling project cost. Include specific examples of scheduling challenges, and how your firm helped solve them.

As the programming and design development progresses, ECON will provide costs budgets for each milestone design phase to maintain the overall budget of the project. If the preliminary budgets at each milestone exceed the Owner budgeted amount, ECON will provide cost reduction measures to the Architect for implementation into the design.

During construction of the Project, ECON will have a GMP established and the GMP will be maintained by ECON with accurate budget analysis on the key elements of the project, for example mechanical, plumbing and electrical systems. ECON will continuously strive to improve the level and quality of its professional services. While many components of our company's integrated services are essential to overall project success, a key component is effective cost management.

All project participants on the ECON team are charged with the responsibility of managing cost and financial risk for the Owner. The following are various steps in development and maintenance of the budget:

1. Developing the initial cost model,
2. Continuous cost budgeting,
3. Formal cost estimates,
4. Value alignment and GMP.

ECON will maintain the GMP for the duration of the project. We anticipate having all subcontractors and suppliers under contract within 30 days of the GMP approval. Once this is achieved the GMP can be converted into a Lump Sum contract price to avoid future increases in cost.

During ECON's 16 years of existence, scheduling challenges have not been an issue in meeting substantial completion dates for our design-build and CMAR projects. ECON has developed a scheduling philosophy that includes updating our construction schedules monthly with input from our subcontractors/suppliers. ECON conducts monthly meetings with subcontractors/suppliers to track material delivery dates and/or delivery delays on critical materials that are essential to maintain the project construction schedule. With this communication, ECON avoids impactful material delays that may prolong the project construction schedule by preparing a contingency plan with ample time on the materials that may be delayed. ECON's scheduling philosophy has positively proven that communication with subcontractors/suppliers about material delays or any other construction delays is essential to maintaining the substantial completion date established at the time the notice to proceed has been issued.

Tab 9) Execution of Offer Letter & Agent Certification

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

SECTION 5
EXECUTION OF OFFER
CITY OF EDINBURG, TEXAS

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S RFQ. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR RFQ.

1. By signature hereon, the respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein, and as set forth in the Design-Build Statute.

2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or City representative in connection with the submitted RFQ. Failure to sign hereon, or signing with a false statement, shall void the submitted RFQ or any resulting contracts, and the respondent shall be removed from all vendor lists of the City.

3. By signature hereon, respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the City's option, may result in cancellation of any resulting contract or purchase order.

4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the RFQ directly or indirectly to any competitor or any other person engaged in such line of business.

5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this RFQ.

7. By signature hereon, the respondent certifies as follows:

   "Under Section 231.006, Texas Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

   "Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and

acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

"Under Section 2254.004, Texas Government Code, the respondent certifies that each individual or business entity which is an engineer or architect proposed by respondent as a member of its team was selected based on demonstrated competence and qualifications only."

8. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the City, or the respondent has not been an employee of the City within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the City entering into any contract with the respondent.

9. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 3.102, Article 601b, V.T.C.S.)

10. The respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.

11. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Complete the following:

FEI No: Texas Taxpayer ID: 32039901684

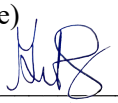
If Sole Owner:
SS No: _____

If a Corporation:
State of Incorporation: _____

Charter No: _____

Submitted By:

The E-Con Group, LLC
(Company Name)


(Authorized Signature)

Gilbert Enriquez
(Printed Name)

President
(Printed Title)

01/28/2025
(Date)

3025 S. SUGAR ROAD
(Street Address)

EDINBURG TX 78540
(Owner, State, Zip Code)

956.259.8005
(Telephone Number)

B. Certifications

1. Bonding Agent Letter

McAFEE AGENCY INSURANCE

Since 1935

January 24,2025

re: E-Con Group, LLC

To Whom It May Concern:

E-Con Group, LLC is currently bonded by Travelers Casualty and Surety Company of America. At this time E-Con Group, LLC is in good standing with all their projects. Travelers Casualty and Surety Company of America currently provides a $25,000,000 single project/$40,000,000 aggregate surety program to E-Con Group, LLC.

We would favorably consider any bond request provided they meet all underwriting conditions at the time of the request an are presented with accpetable contract terms.

If you need additional information, please do not hesitate to call me 956-565-2481.

Sincerely,

Robert R. Garza
Account Executive

Texas Valley Insurance Agencies dba McAfee Insurance Agency | 321 2nd Street | Mercedes, Texas 78570 | Office 956/565-2481 | Fax 956/565-2733

B. Certifications

2. Insurance Agent Letter

Valley Insurance Providers
400 W. Interstate 2
San Juan, TX 78589

January 27, 2025

City of Edinburg
415 W. University Dr.
Edinburg, TX 78539

To Whom it May Concern:

Ref: Edinburg Downtown Parking Garage

Letter this letter serve as intent from Valley Insurance Providers, whom as been E-Con's insurance agent for the last 10 years, that all insurance coverages and limits will be in place before the commencement of referenced project.

Very Truly Yours,

Andy Alvarez
Agent

aalvarez@vip-ins.net
956-821-3306

Appendix

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

1.3 PROVIDE A FINANCIAL RATING OF YOUR COMPANY AND ANY DOCUMENTATION WHICH INDICATES THE FINANCIAL STABILITY OF YOUR COMPANY.

Please see Letter of Good Standing with the State Comptroller Office below:

Franchise Tax Account Status

As of : 01/24/2025 16:14:54

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must obtain a certificate **specific to that purpose.**

E-CON GROUP LLC	
Texas Taxpayer Number	32039901684
Mailing Address	PO BOX 2999 EDINBURG, TX 78540-2999
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
SOS Registration Status (SOS status updated each business day)	ACTIVE
Effective SOS Registration Date	07/13/2009
Texas SOS File Number	0801145987
Registered Agent Name	GILBERT ENRIQUEZ
Registered Office Street Address	3025 S. SUGAR RD. EDINBURG, TX 78539

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 01/28/2025

Company/Vendor Name: E-Con Group, LLC

Printed Name and Title: Gilbert Enriquez, President

Authorized Signatory: _____

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: E-Con Group, LLC
(Full, correct legal name)

- Address: 3025 S. Sugar Road, Edinburg, Texas 78540
- Telephone/Fax: 956.259.8005
- Email address: genriquez@econgroup.us

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

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

4. Where is the Company's corporate headquarters located? Edinburg, Texas

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

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 16 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 15

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

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

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

Name: Gilbert Enriquez
Address: 3025 S. Sugar Road, Edinburg, Texas 78540
Telephone: 956.259.8005
Fax: N/A
Email: genriquez@econgroup.us

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. N/A

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. N/A

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

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

HOUSE BILL 89 VERIFICATION

I, Gilbert Enriquez, the undersigned representative of

E-Con Group, 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

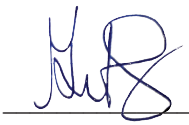
2. Will not boycott Israel during the term of the contract.

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:

Gilbert Enriquez, President

TYPE/PRINT NAME AND TITLE:

01/28/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Gilbert Enriquez, the undersigned representative of E-Con Group, 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:

Gilbert Enriquez, President

TYPE/PRINT NAME AND TITLE:

01/28/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Gilbert Enriquez, the undersigned representative of E-Con Group, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Gilbert Enriquez, President

TYPE/PRINT NAME AND TITLE:

01/28/2025

DATE:

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Gilbert Enriquez, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of E-Con Group, LLC (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title President

Subscribed and sworn to me this 22nd day of January 2025.

By: Diana V. Enriquez

Notary Public

DIANA V. ENRIQUEZ
ID #130877381
My Commission Expires
October 27, 2028

My commission expires
10/27/28

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.**

E-Con Group, LLC

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

N/A

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

N/A

Name of Officer

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

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

N/A

☐ 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?

N/A

☐ 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).

N/A

7

Signature of vendor doing business with the governmental entity

01/28/2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

[GERLACH BUILDERS LLC DBA WIL-CON] RESPONSE DOCUMENT REPORT

RFQ No. 2025-002

Downtown Parking Garage Design-Build Services

RESPONSE DEADLINE: January 28, 2025 at 3:00 pm

Report Generated: Tuesday, January 28, 2025

Gerlach Builders LLC dba WIL-CON Response

CONTACT INFORMATION

Company:
Gerlach Builders LLC dba WIL-CON

Email:
airika@gbuildllc.com

Contact:
Airika Stevens

Address:
918 Big Horn Drive
Edinburg, TX 78542

Phone:
(956) 781-9781

Website:
gerlachbuilders.com

Submission Date:
Jan 28, 2025 1:09 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.

None.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Gerlach_Builders_Sample_Only_COI.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.pdf
CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a

disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

No

PLEASE REVIEW THE ATTACHED SAMPLE CONTRACT AGREEMENT
Please download and review the attached document.

- Sample_Agreement.pdf

Reviewed.pdf

DOES YOUR ORGANIZATION HAVE ANY OBJECTIONS TO THE DRAFT DESIGN-BUILD AGREEMENT LANGUAGE OR STRUCTURE BETWEEN THE CONTRACTOR AND THE CITY OF EDINBURG INCLUDED IN QUESTION 4.10. OF THIS SOLICITATION? *
No

TO FACILITATE AN EXPEDITED NEGOTIATION PROCESS PLEASE PROVIDE COMMENTS RELATED TO OBJECTIONABLE LANGUAGE IF THE ANSWER TO THE ABOVE QUESTION IS YES.*
None





GERLACH BUILDERS
LLC

City OF Edinburg Design-Build Services
RFP# 2025-002

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

Tuesday January 28, 2025
3:00PM

Gerlach Builders, LLC dba WIL-CON
918 Big Horn Dr.
Edinburg, Texas 78542

Office: (956) 781-9781
E-Mail: airika@wil-con.com
Website: wil-con.com

City of Edinburg
Design-Build Services

RFQ- 2025-002

1. Cover Letter
2. Section 6 Respondent Questionnaire
3. Key Personnel / Resumes
4. Complete Projects
5. Financial Reports
6. City forms uploaded to portal

January 28, 2025

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

Reference: Design Building Services -Edinburg Parking Garage

Dear Mr. Hinojosa,

Gerlach Builders, LLC has teamed up with ERO Architects and are pleased to offer our design-build qualifications for Edinburg Parking Garage.

We are excited for the opportunity to potentially building this structure for the City of Edinburg.

The team we are proposing has worked with the City of Edinburg on a previous project and our communication was profound and there is no doubt we would be able to work on this new design project together and it be phenomenal.

The Edinburg Downtown Parking Garage project provides an opportunity to again exemplify the power of collaboration between ERO Architects, Gerlach Builders, and the City of Edinburg. When ERO was engaged to initially design the downtown parking garage and retail facility, ERO understood the building would address the growing parking and commercial needs of the downtown area. When ERO began the design of the three-level parking structure it was intended to demonstrate a shared vision with the city, an innovative approach and commitment to delivering exceptional results. A process we did when we worked together on the Edinburg Downtown Arts, Cultural and Events Center (ACE).

The City of Edinburg sought to develop a dynamic parking structure that not only maximized parking capacity but eventually to accommodate vertical expansion to six stories, ensuring the garage could evolve with the City's future growth. This required a careful balance between functionality, aesthetics, and long-term adaptability. When ERO completed the construction drawings, they designed a parking garage that provided ample parking for residents, visitors, and downtown employees while enhancing the area with its modern exterior design. The garage's robust infrastructure, designed to support an additional three levels, reflected the forward-thinking approach of the City.

Working with Gerlach on the ACE building, we created a high level of collaboration with our design and building team, city staff and the cultural community stakeholders with the vision to produce exceptional results for an extraordinary building. Through meticulous planning, clear communications, and a shared commitment to excellence, ERO and Gerlach consistently delivered the ACE building to exceed expectations while upholding the City's vision and downtown planning.

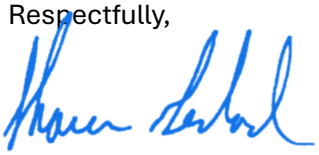
Together, we have cultivated a working relationship built on mutual respect, transparency, and a shared goal of excellence. From the initial design phases to construction delivery of the ACE building, the team engaged in regular meetings, thorough reviews, and maintained open lines of communication to ensure alignment at every step. Our leadership anchors this collaboration, facilitating constructive dialogue between Gerlach, ERO and the City of Edinburg to resolve issues promptly and maintain momentum without long pauses. This relationship stands as a model and template for the new parking garage, showcasing how effective collaboration between parties can elevate design and construction processes to achieve extraordinary outcomes, on budget.

ERO and Gerlach worked side by side to complete the de sign and construction of a 37,000 SF modern police station building for the City of Weslaco last year. Throughout the process Gerlach and ERO worked side by side with Weslaco staff to complete the project on time and within budget. Gerlach and ERO's team were instrumental in implementing effective communications throughout the construction process. We were proactive regarding any potential issues and provided viable solutions to stay on schedule and avoid setbacks. Gerlach and ERO were always professional, cooperative, and thorough in providing quality work and delivering a new modern police station on time.

In addition, ERO worked with Gerlach on multiple school facilities for Point Isabel ISD over the last two years. These projects included district-wide restroom and teacher lounge renovations; high school auditorium renovation; junior high school gymnasium renovation; new playgrounds; outdoor walking trails and learning centers; basketball courts; a transition academy for disabled students; and a new Career and Technology Education Center. When an issue would come up on any projects, Gerlach never made any excuses, working with ERO and brought a solution promptly to the table. Although there were some unforeseen material delays, Gerlach and ERO were proactive in getting those materials on site with minimal delay. Gerlach and ERO were always professional, cooperative, and thorough with the school district.

Our design team acknowledges that the City of Edinburg has many options and are proud of the work we have provided to the city thus far. We promise to deliver on-time, on budget and on target as we have done in the past.

Respectfully,



Shawn Gerlach-President
Gerlach Builders, LLC

1.0 ***CRITERION: The respondent's capability to perform the design-build services for the City of Edinburg Downtown Parking Garage, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected:***

1.1 Legal name of the company: Gerlach Builders, LLC

Address of office that would be providing service:

918 Big Horn Dr.

Edinburg, TX 78542

Number of years in Business: 8

Type of Operation:
Individual: _____Partnership: ✓ Corporation: _____Government: _____

Number of Employees: 28

Annual Construction Volume: 60,000,000.00

1.2 Provide a copy of your company's financial statements for the past three (3) years. This information may be provided as confidential for City's exclusive use only.

See attached copies of financial statements as requested.

1.3 Provide a financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.

Gerlach Builders, LLC does not have any documentation for this item.
We do not subscribe to Dunn and Bradstreet at the moment.

1.4 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

No

1.5 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the City.

No

1.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

No

1.7 Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any City employee or member of the City Council? If yes, please explain.

No

1.8 What difficulties do you anticipate in serving the City and how do you plan to manage these? What assistance will you require from the City?

The only issue may be traffic any assistance given by the city will be greatly appreciated the City could assist in providing traffic control and safety.

1.9 Provide details regarding any special services or product characteristics, other benefits offered, or advantages to the City in selecting your company.

ERO believes we are the most qualified architecture and engineering firm and best suited to team with Gerlach Builders for the design-build delivery of the parking garage project for the following reasons:

- ERO has the background since designing the first set of construction drawings for the downtown garage structure and will utilize the background, information and knowledge base gained the last two years, with the same design team.
- ERO will use the same design and construction administrative approach with Gerlach that we did for the ACE Center and maintain the City's project process continuity and intends to do the same with the new downtown parking garage.
- The new parking facility is primarily a structural engineering initiative, and we can provide document production efficiencies and previous knowledge with the intent to save the City of Edinburg time and stay on budget.
- ERO has designed several Edinburg projects: Edinburg Police Training Center, new Hidalgo County Courthouse (familiar with the downtown Edinburg), HC Precinct 4 Mechanics Shop, and several UTRGV and Edinburg CISD projects.
- ERO and Gerlach understand Edinburg's facility operation processes along with its permitting and environmental requirements.
- Gerlach and ERO have a history of working together on several projects in the RGV area.
- ERO has experience with the design-build delivery method on several public and private projects.

1.10 A statement certifying that the respondent is not in arrears in payment of any obligations to the City or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

Gerlach Builders certifies that payments and obligations are not in arrears.

2.0 ***CRITERION: The qualifications and experience of the team members proposed to manage the Edinburg Downtown Parking Garage for the City:***

2.1 Describe organization with clear lines of authority and communications.

Project Executive

Overall responsible for the project, budget, and schedule, overseeing all aspects of the construction.

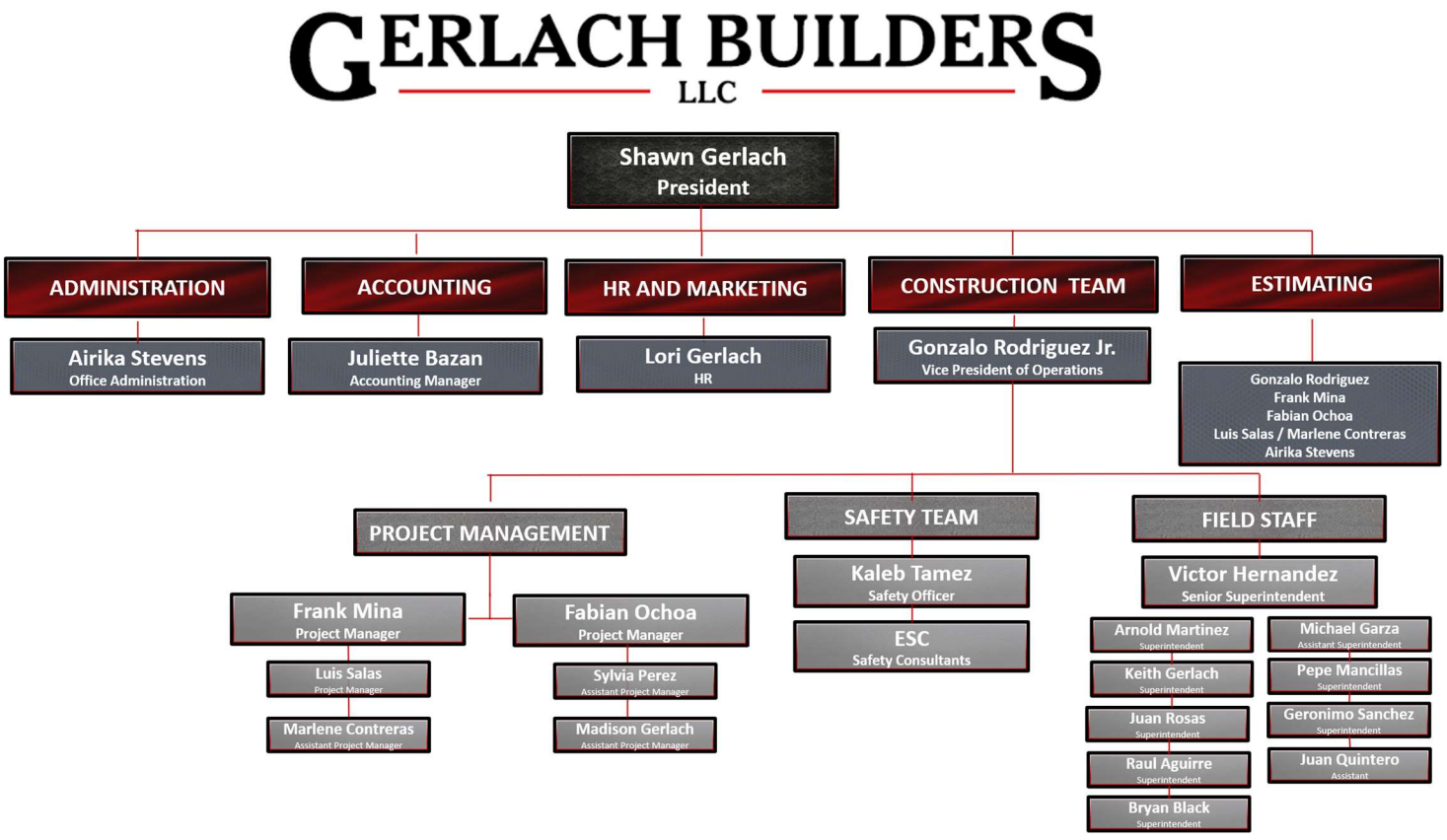
Project Manager

Manages day-to-day operations on the site, coordinating teams, ensuring compliance with plans, and resolving issues

Superintendent

Directly supervises field crews, ensuring safety protocols are followed, and managing work progress on site.

2.2 Provide an organization chart depicting roles and responsibilities.



ERO's methodology and hierarchy of our design-build projects is centered on a strong and ongoing collaborative effort working under the builder (Gerlach) and the City's staff representatives, led by Octavio Cantú and Edgar Villanueva. This team has the experience needed for the design the parking garage project. ERO is comprised of a capable, best-in-class team that emphasizes responsiveness, creativity, community collaboration, innovation and performance that works its way down the chain of command from the project architect to the project manager and the design and production team, along with our consultants. ERO's experience of the City of Edinburg's past projects and parking garage drawings gives us the expertise needed when helping develop a new and affordable design strategy for this next garage structure phase.

CITY OF EDINBURG

GERLACH BUILDERS

ERO ARCHITECTS

Octavio Cantú, CSI, CDT, AIA, NCARB
Project Architect

Edgar Villanueva, AIA
Project Manager

Design

Roberto Pruneda, RID, NCIDQ
Yesenia Suchil, AA
Joey Yzaguirre, AA

Production

Juan Cantu, AIA, NCARB, LEED® AP BD+C
Manny Zamora, AA
Gabriel Herrera, AA

Interiors

Maritza Cardenas, RID, NCIDQ
Nicole Reyman, AA

Construction Administration

Albert Chronis, AA
Monica Rodriguez
Norma Salinas

CONSULTANTS

Chanin Engineering
(Structural Engineering)
Jose Garza, PE
Project Manager

Trinity
(MEP Engineering)
Leo Muñoz, PE
Project Manager

Melden & Hunt
(Civil Engineering)
Mario Reyna, PE
Project Manager

Sitework
(Landscape Architect)
Stephen Walker, RLA
Project Manager



2.3 Name all key personnel who will be part of the design-build team for the Project and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company. Describe in detail the experience and expertise of each team member. **(Note: Key personnel must be committed to the Project for its duration unless excused by the City.)**

VP Of Operations	Gonzalo Rodriguez	Pharr	45 Years
Project Executive/Project Manager	Frank Mina	Edinburg	25 Years
Assistant Project Manager	Syliva Perez	Edinburg	20 Years
Superintendent	Juan Rosas	Raymondville	7 Years
Office Project Manager	Airika Stevens	McAllen	25 Years

2.4 Applicant's Consultants: Name any consultants which are included as part of the proposed team. Describe each consultant's proposed role in the Project and their related experience. List projects on which your firm has previously worked with the consultant.

ERO Architects - Architect
Chanin Engineering-Structural
DBR Inc, MEP
Melden & Hunt- Civil
SITE-Work- Landscaping

Edinburg Arts, Cultural & Events Center
City of Weslaco PSB Police Station with Municipal Court
Point Isable Phase I
Point Isabel Phase II
Point Isabel Phase III
Point Isabel CATE Building

2.5 The City does not require a respondent to have or establish an office in Edinburg. However, the City expects the successful respondent and all members of the project team, to make a significant commitment to servicing the Project, regardless of their geographic proximity. Describe specifically the procedures the prime respondent and each of the other listed team members will employ to ensure that Project and the City are thoroughly supported from the earliest planning stages through the completion of the warranty period. Identify which core project team members will work full time on the project site during specific project phases. Include examples of how these procedures have been successfully employed on previous similar projects.

Assistant Project Manager and Project Superintendent will be on project full time.
Project manager and VP of operations will spend 80% of their time on this project.

3.0 ***CRITERION: The respondent's demonstrated technical and management competence with design-build projects*.**

Describe your firm's demonstrated technical competence and management qualifications for design-build projects.

3.1 Provide your communication plan and demonstrate how you will interface with the City, Owner's Representative, Architect and Consultants to enhance the planning, design and construction processes of the Project.

Experience has taught us that proper design and construction that we must all be involved from the early stages of collaboration.

3.2 Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects. Provide examples of records, reports, monitoring systems and information management systems you have used on similar projects and that you propose to use on this Project.

Auto Desk 360 BIM: is a cloud bases construction management platfrom that improves project delivery and outcomes. All information, submittals, RFI, ASI's are upload to this program and all team members have access.

Raken is a cloud-based daily reporting platform for contractors. It allows superintendents, foremen and project managers to create daily job report with photos of the progress being done on a daily basis.

3.3 Identify your personnel responsible for reviewing design and construction documents. Describe what methods you employ for coordination and distribution of design and construction documents during the design and construction phases to ensure quality control and to mitigate change orders.

3.4

Gerlach Builders Team:

Gonzalo Rodriguez	Vice President of Operations
Frank Mina	Senior Project Manager
Juan Rosas	Superintendent
Airika Stevens	Office Manager

ERO Team

Octavio Cantu Jr.	Project Architect
Edgar Villanueva	Project Manager
Robert Pruneda	Design Lead

3.5 Describe how your project team will engage the City within the project communication methods to obtain buy-in and approval at the appropriate phases.

Gerlach Builders, LLC will review the design documents for clarity, consistency and constructability. We will also review the documents and their effect on the budget cost and construction schedule. We will make our recommendations to the design team, construction manager, and owner in writing and will be available to meet with all designated personnel to discuss them.

ERO understands the unique complexities of high-performance parking structures. With proper attention to details, the end-product can be aesthetically pleasing, easy to maneuver both internally and at its entrances and exits. This can have reduced maintenance costs over the structure's life span. Our parking structure design approach is to address these critical design areas to achieve the right solution to Edinburg's parking needs.

- AESTHETICS: Parking structures can sometimes be the largest building a city has. Creating a facade that blends with the surrounding buildings (with the design continuity of other city buildings) and appropriate in scale and massing is important to create the desired facade.

- FUNCTIONALITY: There are many ways to layout parking circulation. Our aim is to find an easy circulation scheme that gives drivers easy access to all spaces and makes it simple to find your car upon return. There is nothing worse than sitting in traffic in a parking structure. While at the same time, provide ease of access from sidewalks.

- SAFETY AND SECURITY: Parking facilities can become places for crimes to happen easily, especially in urban locations. Providing proper lighting and visibility throughout the building, as well as open stairs, gives users a sense of security. Electronic systems such as CCTV, phones, and scream detectors can be used to offer additional protection.

- MAINTENANCE: When choosing structural materials, first costs and life-cycle costs should be considered. Often times, the lowest first-cost solution results in nagging maintenance issues over the life of the facility. We can help find the proper balance to give the City a solution that works best with financial requirements.

Our goal is a user-friendly, safe and durable parking facility with fully integrated and cost-optimized engineering systems clad with an architectural skin that complements the surrounding and tastefully addresses the facility type. ERO's phased approach is not new or unique to ERO but proven to be the most successful process in creating and implementing a project such as this one. ERO uses a holistic design approach where all project partners including City of Edinburg staff and project stakeholders are involved throughout each phase of design. ERO usually employs a series of sessions with Gerlach and City staff to confirm or identify goals, project parameters, specifications, programming and scope to budget. The planning approach can generally be organized into basic fundamentals. It is important to understand that they all are closely intertwined and generally overlap in sequence.

- Identify City's values and measures of success
- Determine the need and objectives
- Seek an optimum facility program mix of parking and safety
- Build a project cost model and plan for as many parking spaces possible
- Develop renders that reflect the program and scope to budget
- Create an effective schedule and constructability implementation plan

ERO works diligently on cost estimating and clarification of lines of communication with Gerlach, staff and leadership. Furthermore, key stakeholders participate to ensure that all factors and common risks affecting cost are considered early in the programming process. This early collaboration provides the necessary foundation of specifications and guiding principles to serve as the milestones of design and construction. The resulting design-build roadmap for the project links the design of the parking / retail facility with the City's intended use and goals. ERO believes that the most important factor to consider in accomplishing this project is to maximize the scope and quality to give the greatest value to Gerlach and the City of Edinburg.

As the process moves forward, programming, planning and visualizations are prepared to enhance stakeholder communications and meetings, with Gerlach and City approval, while costs are confirmed prior to proceeding to design and construction documents. As soon as available, we consult with the Gerlach for project design, cost and schedule efficiencies, constructability, document understanding and permitting. ERO has long-term experienced construction administrators to oversee that the project construction is timely and smooth, especially with the design-build delivery method being utilized.

4.0 CRITERION: The respondent's demonstrated experience with similar design/build projects.

4.1 List a maximum of five (5) projects for which your firm has provided or is providing design build services which are most related to the City of Edinburg Parking Garage.

See tab labeled Projects Completed

4.2 For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s), and the name(s) and telephone number(s) of the project architect(s) and engineer(s).

See tab labeled Projects Completed

4.3 Identify the proposed team members who worked on these projects and briefly describe their role and responsibilities.

Gonzalo Rodriguez -Project Manager

Frank Mina- Senior Project Manager

Airika Stevens- Office Manger

Juan Rosas-Superintendent

5.0 ***CRITERION: The respondent's knowledge of current design or construction methods and technology: (Note: Do not limit your responses to these five specific questions. Provide information on your operational procedures that are beneficial and applicable to this project.)***

5.1 Demonstrate the specific methods and techniques you intend to utilize to plan and schedule on-time delivery of this project; achieving the City's goals on time and on budget.

Open communication is key, our weekly meetings with subcontractors and suppliers will help identify any issues that may cause a delay. We will be hands-on to make sure we steer clear from this happening.

5.2 Demonstrate your approach for developing bid packages and the Guaranteed Maximum Price (GMP) proposals and describe specific advantages for the City.

Gerlach Builders will create an initial cost estimate using previous cost estimates for similar projects. We will reach out to our preferred contractors and suppliers so they can provide preliminary pricing for this project. We will then make adjustments to our general conditions, contingency, allowances, overhead and profit.

5.3 Demonstrate your cost control system used on similar projects in the past, and describe your system and processes that will ensure that the executed GMP Proposals will be within the City's budget established for this Project.

Gerlach Builders will establish detailed estimate sheet of all items required for project. Hard bids will the be requested from all subcontractors and suppliers once a final set of plans and specifications have been approved. It is Gerlach Builders policy that all subcontractors and suppliers who bid projects understand all scope of work and must know exactly what will be considered a part of their scope, a detailed description of what is included in their scope must be included.

5.4 Describe your company's quality assurance program. What are your company's protocols and procedures, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For a minimum of one of the projects listed in response to this Section 6, provide specific examples of how these techniques were used.

Gerlach Builders, LLC has a standard. All subcontractors and suppliers who have worked with our team know and understand our standards and criteria and must abide by them. Any work that does not meet our standards will be removed and redone at no expense to the owner.

Gerlach Builders, LLC has weekly subcontractor meeting on site to review schedules, submittals, RFI's, ASI's and Proposal requests. This ensures all team members are on the same page and reassures the city that everyone is working together during the meeting. We discuss any issues that may come to light that week.

Each project is walked everyday by VP of Operations, Project Executive, Project Manager, and Superintendent.

5.5 Describe your approach to value engineering and the services you offer to reduce the overall construction cost in order to meet the City's budget goals.

ERO works diligently on cost estimating and clarification of lines of communication with Gerlach, staff and leadership. Furthermore, key stakeholders participate to ensure that all factors and common risks affecting cost are considered early in the programming process. This early collaboration provides the necessary foundation of specifications and guiding principles to serve as the milestones of design and construction. The resulting design-build roadmap for the project links the design of the parking / retail facility with the City's intended use and goals. ERO believes that the most important factor to consider in accomplishing this project is to maximize the scope and quality to give the greatest value to Gerlach and the City of Edinburg.

As the process moves forward, programming, planning and visualizations are prepared to enhance stakeholder communications and meetings, with Gerlach and City approval, while costs are confirmed prior to proceeding to design and construction documents. As soon as available, we consult with the Gerlach for project design, cost and schedule efficiencies, constructability, document understanding and permitting. ERO has long-term experienced construction administrators to oversee that the project construction is timely and smooth, especially with the design-build delivery method being utilized.

6.0 ***CRITERION: Innovative Methods or Technology including Sustainable Concepts:***

6.1 Demonstrate innovative design or construction methods developed by your team that will be advantageous in the execution of this project.

Regarding concrete solutions and schedule for parking garages, the use of precast pre-stressed concrete has its advantages to consider. As you know, Precast, pre-stressed concrete are formed offsite and delivered during construction. Precast, pre-stressed concrete works best for projects that require an expedited construction schedule on tight sites that do not allow for stressing of post-tension tendons. Tendons are stressed alongside the building; if there are adjacent buildings, the tendons must be stressed before getting onsite. Advantages are:

- Faster construction schedule. The pieces are cast in a plant and shipped to the site for erection; form decisions must be made early.
- Construction is not as affected by the weather, because the pieces are cast indoors rather than fighting the elements outside.
- Potential for a lower initial construction cost because early design decisions limit any formwork needed in the field.
- Architectural design can be incorporated into the exterior panels.

6.2 Identify if any members of your team are involved in any research or education initiatives that provides resources beneficial to this project.

ERO is a Texas-based, multi-disciplinary architectural firm specializing in public-sector design. Originally established in 2001, ERO focuses on creating municpal facilities that are durable, cost-effective and create pride within the community. In 2013, Eli Ochoa, AIA formed goERO International LLC d.b.a. ERO Architects with two of his long-term coworkers: Brian Godinez and Octavio Cantú, Jr., AIA. Brian is now the CEO of ERO. ERO is 100% Hispanic-owned and HUB-, MBE- and DBE- certified. ERO is headquartered in Edinburg and the staff who will be working on the parking garage project live in the Edinburg area. ERO has an architecture firm advantage for this parking garage project and these advantages are:

- Familiarity with the geographical and environmental Edinburg area, including downtown.
- Designed and completed construction drawings for the initial Downtown Edinburg Parking Garage and Retail Facility.
- Designed and completed construction drawings for the downtown Arts, Culture, and Events Center with Gerlach Builders.
- Recently completed the Downtown Parking Demand Assessment and Garage / Retail Analysis Study.

- Designed and completed construction drawings for the Hidalgo County new Courthouse.
- Designed several Hidalgo County, Edinburg CISD and UTRGV facilities in Edinburg.
- Proficiency with Edinburg ordinances, environmental issues and local permitting processes and procedures.
- Familiarity with municipal and government facility design standards, specifications, and codes.
- Experience in the preparation of bid packets to meet all City of Edinburg requirements.
- Understand City of Edinburg facility requirements, operations, and maintenance expertise.
- Successful working relationships with Edinburg-area consultants and contractors.

A highly diversified, professional team manages ERO with the leadership possessing more than 200 years of combined experience in planning, architecture, structural engineering, construction, and communications. Some of the projects used the design-build method of delivery. ERO offers project management, full-service architectural and engineering services, interior design, community engagement, master planning, programming, feasibility studies and facility assessments, 3D modeling, visualization and renders, cost estimating, code compliance, preparing specifications, 3D scanning and construction administration.

Our staff of 25 highly skilled individuals is comprised of six licensed professionals and 11 associate architects, two interior designers, visualization specialists and two Autodesk Revit certified professionals. Our workload occupies about 75% of our capacity. ERO has the flexibility and capacity to assign staff to the Edinburg parking garage project. Projects such as this one as well as many new construction projects have given us in-depth experience with design challenges, occupied buildings, phasing, staging, fast-tracking, high-quality construction documents and the standards and codes making us a smart choice.

7.0 ***CRITERION: The quality of references from past customers of respondent:***

7.1 Provide a customer reference list of no less than three (3) organizations with which respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past five (5) years. The reference list shall include company name, contact person, and telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).

Company Name:	City of Edinburg
Contact Person:	Mardoqueo Hinojosa
Telephone Number:	(956) 388-8955
Project Description:	Arts Cultural & Events Center
Length of Business:	4 Years
Year of Project:	2022-2024
Summary:	New single story building with multipurpose ballroom classrooms, and offices.

Company Name:	City of Weslaco
Contact Person:	Omar Rodriguez
Telephone Number:	(956) 968-6672
Project Description:	Police Station & Evidence Room
Length of Business:	4 Years
Year of Project:	2021-2023
Summary:	New one story police station with municipal court& detention area

Company Name:	IDEA Public Schools
Contact Person:	Daniel Garza
Telephone Number:	(956) 377-8000
Project Description:	New Administration Building
Length of Business:	17 Years
Year of Project:	2015-2016
Summary:	New two story building with offices, training rooms, board room, walking trail

8.0 ***CRITERION: The demonstrated ability of the respondent to meet budgets and schedules on past projects:***

8.1 Describe your plan for meeting or improving the City's proposed schedule for design and/or construction. If you propose to improve the schedule, describe your system for maintaining quality of services, materials or workmanship, and demonstrate its successful application on similar projects in the past.

We will over see the proposed schedule and our team will provide improvements to the schedule if necessary. At all times maintaining high quality service, material and workmanship.

8.2 Describe the way in which your firm develops and maintains project schedules. How and when do you update schedules?

ERO and Gerlach are committed to staying within budget by providing a well thought out schedule with very specific tasks for the design staff and consultants. Parking structures are typically thought of as a simple structure that any architectural and engineering firm can design, but the details and finer points of design typically serve as stumbling blocks for those without experience and can ultimately result in a poor functioning structure that takes longer to build due to increased RFIs and field coordination. Architectural impact without unique detailing can increase complexity during construction and ultimately impact schedule and cost. Working in a design-build delivery method alongside Gerlach and mitigate these impacts.

Our project management system provides stringent submission, approvals and permitting requirements at set milestones. ERO develops a project schedule with Gerlach that responds to the design and construction process all leading to constructability success. The schedule indicates the date for construction start and substantial completion, with warranty turnover. Our Project Manager is the gate keeper for effective schedule control. ERO's primary measure of schedule control is the vigilant and critical evaluation of the critical path and tracing of schedule information in the records log. Scheduling disruptions often occur after project reviews or with the change of project parameters. We anticipate and streamline this process as much as possible. At the end of each phase, schedule and timeliness are reviewed and reconciled. During construction, ERO works closely with Gerlach to ensure any submittals, request for information, and general questions are answered timely.

We usually start with the due date and work backwards, accounting for holidays and other events that can impact the schedule. As we develop the schedule, we will seek input from Gerlach and the City to establish early deliverables during the schematic design, design development and construction document phases. As with the design schedule, construction schedules require constant review. Schedule compliance assessment is an integral part of every construction coordination meeting with construction staff, and detailed recovery plans are required from Gerlach if "schedule slippage" is detected. All of this encompasses a collective effort to recognize problems early and implement corrective measures before any critical construction delays occur. ERO makes substantial efforts to mitigate the risks of forces beyond its control and attempts to prevent avoidable delays because every aspect of the design and construction process contributes to the timely completion of construction.

8.3 Describe your company's cost control philosophy, how is it carried out, and how success in keeping this philosophy is measured. Describe the extent of your cost estimating services in terms of the development of the estimates, updating/validation throughout the preconstruction and construction phases and your overall accountability related to controlling project cost. Include specific examples of scheduling challenges, and how your firm helped solve them.

Performing work within a specified budget requires vigilant cost control measures that begin with a clear understanding of the project scope. Communication with all stakeholders is critical during the initial phases of design to gain a thorough understanding of the scope and establishing clear programming parameters with Gerlach and the City. ERO estimates the project cost repeatedly with Gerlach throughout the design process. ERO updates the cost estimates multiple times; but at a minimum, estimates are developed at the completion of schematic documents, design documents and at 90% of the construction documents when the GMP is to be delivered to the City.

ERO meets weekly to review progress and discuss any conditions that may adversely affect the budget. Members also bring cost saving design concepts forward for consideration to Gerlach and the City. Together, we analyze systems and develop alternatives to meet the budget, program and requirements without diminishing the design quality and parameters. Cost-cutting alterations such as different materials, changing the footprint or eliminating such amenities. If something occurs of an uncontrollable nature, the ERO sits down with the Gerlach and the City to review options being considered and formally the scope may be changed. Regardless, any change to the budget receives full consensus and City approval before implementation.

GERLACH BUILDERS
LLC

Key Personnel

Construction Manager
Gonzalo Rodriguez
will ensure construction work is performed safely, timely and as per plans and specifications and addendums if any. They will be overseeing the entire construction team.

Senior Project Manager
Frank Mina
Will be responsible to ensure the project is successfully completed on time. He will be responsible for Project Schedules, submittals, and weekly meeting agendas. Other duties include, review of project performance including scope, budget, schedule, costs, shop drawings, field construction, and safety.

Assistant Project Manager
Sylvia Perez
Will help project manager to ensure the project is successfully completed on time. She will be responsible for, submittals, and weekly meeting agendas.

Site Superintendent
Juan Rosas / Geronimo Sanchez
Will be "on-site" to ensure construction work is performed safely, timely, per plans and specifications, and per normal/acceptable methods of construction. He will coordinate all construction work "on-site" with Sub-Contractors and ensure the project site is maintained in a safe and clean manner. Participate in pre-construction / construction meetings associated with subcontractors and owners / architects. Ensure quality workmanship and client satisfaction throughout the construction process through daily & frequent interaction with client, architect, and subcontractors in order to analyze and resolve all challenging circumstances. Organize scheduling of subcontractors and monitor work efficiency. Insure all work performed is OSHA compliant.

Office Project Manager
Airika Stevens
will manage the accounting for the project which will include submitting applications for payment, ensure all Sub-Contractors are paid on a timely manner, will handle all claims if any made by suppliers/subcontractors. She will also be submitting all change order proposals. She is copied on all email correspondence for all projects.

GONZALO **RODRIGUEZ JR.**

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956.393.0960
raul@gbuildllc.com

VICE PRESIDENT

Gonzalo has been in the construction industry for over 30 years. His dedication to service for his country and his career has taken him to many states, such as: Texas, California, Puerto Rico, New York, New Jersey, and Ohio. General construction has been Gonzalo's main focus, and he has overseen numerous kinds of projects; public and private schools, government and private office buildings, manufacturing, agricultural and warehouse facilities.

As the Vice President of Field Operations, Gonzalo supervises all aspects of the construction projects and field operations from the point the bid has been awarded. Gonzalo manages all project superintendents and is accountable for their performance. This includes the timely completion of projects in strict accordance with plans, specifications, and local codes. It is Gonzalo's responsibility to enforce all job site quality control and safety programs.

SKILLS

- Team management
- Quality control
- Safety training
- Blueprint analysis
- Strategic planning
- Customer relations
- Multi-site management
- Budget and finances
- Keen sense of urgency

PROJECT LIST

• HANNA ECHS GYM • IDEA PALMVIEW • IDEA ELSA PHASE II • IDEA EDINBURG PHASE III • HANNA PODS • IDEA ROBINDALE PHASE I • IDEA ELSA PHASE I • IDEA TRES LAGOS PHASE I & II • IDEA NORTH MISSION PHASE I & II • IDEA WESLACO PAVILION • FREDDY'S FROZEN CUSTARD – BROWNSVILLE • BLUEWAVE CAR WASH • IDEA CAMP RIO • FREDDY'S FROZEN CUSTARD – CORPUS CHRISTI • DAVITA HANNA EARLY COLLEGE HIGH SCHOOL • IDEA TRES LAGOS PHASE II • IDEA ROBINDALE • BLUEWAVE ROOF • IDEA WOOD REPAIRS • IDEA HEADQUARTERS • DODGE ARENA • WESLACO PARKING GARAGE • TEXAS STATE BANK – 3 STORY • BANK FACILITIES • TRES NATIONS WAREHOUSE • VANITY FAIR • BEBO DISTRIBUTING • TWO STORY MALLS • WAL-MARTS • CAPOTE WAREHOUSE • KNAPP HOSPITAL • MERCEDES LIVESTOCK PAVILION • WESLACO ISD EQUIP FACILITY • VALLEY VIEW GYMNASIUM • WESLACO GYMS • LC SMITH ELEMENTARY SCHOOL • PITMAN ELEMENTARY SCHOOL • RAYMONDVILLE ISD • TEXAS STATE TECHNICAL COLLEGE • STCC CLASSROOMS • LA VILLA JUNIOR HIGH SCHOOL • LA FERIA HIGH SCHOOL ADDITIONS • WESLACO INTERMEDIATE SCHOOL • MARINE MILITARY ACADEMY • ALTO BONITO ELEMENTARY • GUZMAN ELEMENTARY • STAINKE ELEMENTARY • RUNN ELEMENTARY • EDCOUCH ELSA ISD • LBJ MIDDLE SCHOOL • DONNA ELEMENTARY A • DONNA ELEMENTARY B • AIRPORT ELEMENTARY • VALLEY VIEW LIBRARY • VALLEY VIEW TRANSPORTATION BUILDING

FRANCISCO **MINA**

918 Big Horn Dr, Edinburg, TX, 78542
956.655.0203
frank@gbuildllc.com

SENIOR PROJECT MANAGER

Frank has 27 years of experience and has worked on residential and commercial projects in various project life cycle roles. Frank was the owner of a commercial painting company and a drafting firm before obtaining his CADD certification. His main responsibility is overseeing the project from start to finish. This entails closely collaborating on the project from its inception through its design, obtaining permits, construction, and final building certification.

Frank reviews the progress of the project every week through meetings and project visits. The topics covered include scope, budget, timeline, costs, submittals, shop drawings, field construction, and safety. By meticulous attention to detail and ongoing communication, he constantly aims to provide top quality service and prominent levels of client satisfaction.

SKILLS

- Team management
- Quality control
- Safety training
- Blueprint analysis
- Strategic planning
- Customer relations
- CADD Certified
- Drafting
- Material cost estimation

PROJECT LIST

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

SYLVIA **PEREZ**

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takanori@example.com

ASSISTANT PROJECT MANAGER

Sylvia has more than 20 years of experience in the construction business. Over the years, she took on large and difficult projects by drawing on her substantial background.

She efficiently collaborates with many people in her role as the project manager's assistant, including engineers, architects, client representatives, and contractors, over the project. Supporting project management and coordination, informing stakeholders about project requirements and objectives, and participating in project planning and development are among the many of Sylvia's duties.

SKILLS

Team management
Quality control
Safety training
Blueprint analysis
Strategic planning
Customer relations
LEED Certified

PROJECT LIST

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

JUAN J. ROSAS

RAYMONDVILLE, TEXAS
956-642-6967 | JUAN@WIL-CON.COM

SUPERINTENDENT

Juan Jesus has worked in the construction industry for 6 years. He has in-depth knowledge of building practices and regulatory compliance issues. Arnold is responsible for utilizing resources to develop cost-effective plans and schedules for completion of projects.

As a Superintendent, Juan Jesus supervises the performance of all trade contractors and continually reviews architectural and engineering drawings to assure specifications and regulations are being followed. Juan Jesus is responsible for the proper administration of construction contracts and for obtaining all necessary permits and licenses. He is also responsible for tracking and controlling the construction schedule, as well as associated costs to achieve completion of the project within the time and monies allocated.

SKILLS

▪ Team Building & Leadership ▪ Quality Control ▪ Safety Training ▪ Blueprint Reading/Analysis ▪ Strategic Planning ▪ Customer Relations ▪ Personnel acquisition & training

PROJECT COMPLETION HISTORY

Edinburg Service Center
Edinburg Arts, Cultural & Events Center
Promenade Park Amphitheatre and Water Garden Project
Edinburg CISD Fence Project Package 2
Tanglewood Towers-Houston
Perkins Rowe-Baton Rouge, LA
CMX Halcyon-Alpharetta, GA
Shops at Willow Bend-Dallas
Stonebriar Mall-Dallas
Preston Oaks-Dallas

AIRIKA **STEVENS**

918 Big Horn Dr, Edinburg, TX, 78542
956.607.2090
airika@gbuildllc.com

OFFICE PROJECT MANAGER

Airika earned an associate degree in architectural drafting *summa cum laude*. Her education and twenty-four-year work in the construction industry provide her with a wealth of construction knowledge. After working for Joe Williamson Construction Company, Airika advanced to her current role as Office Project Manager when the business transferred ownership and became Gerlach Builders LLC.

Airika's strong will to learn has made it possible for her to develop into a well-rounded professional. In addition to overseeing the completion of crucial projects, Airika is responsible for offering managerial assistance on all the company's operations. She collaborates thoroughly with engineers, architects, and owners in every phase of the project.

Airika uses construction management software to track the activities in relation to the project's intricate plans. This enables her to keep a tight eye on requests for change proposals, owner billing, payment applications, subcontracts, and project closure paperwork. She contributes significantly to the project's prompt completion, compliance with safety regulations, and financial monitoring.

SKILLS

- Team management
- Quality control
- Safety training
- Blueprint analysis
- Strategic planning
- Customer relations
- Multi-site management
- Budget and finances
- Keen sense of urgency

PROJECT LIST

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

OCTAVIO CANTÚ, JR.

CSI, CDT, AIA, NCARB–PROJECT ARCHITECT

ERO Tenure/Experience: Since 2008/Since 1996
Licensing: TBAE #20909
Education: B. Environmental Architecture–Texas A&M University

"I ensure ERO designs satisfy budget, owner's program requirements, end user needs and aesthetically enhance the community."



Octavio is a foremost expert in design and project management who adds elements of community into his work. He is both a principal and the chief operating officer for ERO. With more than 20 years of experience, his projects reveal his versatility. Octavio is adept at working within owners' budget and program requirements while incorporating cultural references into a building's design. He has led complex commercial and apartment home projects, along with an extensive list of city and government projects. Octavio enjoys overcoming project challenges while working with clients during the construction and facility improvement process.

PROJECTS

City of Edinburg
- New Arts, Cultural and Events Center
- New Downtown Parking Garage and Retail Facility
- Edinburg Downtown Parking Needs Assessment and Financial Analysis Study
- New Police Department Training Facility

Design-Build Projects
- Austin ISD New T.A. Brown Elementary School
- TSTC New University Center
- TSTC Student Services Center
- McAllen South Industrial Park Warehouse 4
- Bert Ogden Jeep Dealership
- Fiesta Chevrolet Dealership
- Chrysler Dodge Ram + Jeep Dealership
- Texas Cooperative Inspection Program New Office

Edinburg CISD
- Vela High School Roberto Pulido Performing Arts Center
- Edinburg High School Performing Arts Center
- Edinburg North High School Performing Arts Center
- J. Economedes High School Performing Arts Center
- San Carlos Elementary School Gymnasium

Hidalgo County
- Jail Expansion Feasibility Study
- New Courthouse Replacement with Detention Center
- New Courthouse Master Plan
- New Bio-Safety Testing Laboratory
- Precinct 3 New Community Resource Center and Healthcare Center
- New Elections Department Expansion Building
- Precinct 4 New Mechanics Shop
- Precinct 4 New Multi-Purpose Facility
- Precinct 2 New Vehicle Maintenance and Admin Buildings

Brownsville Public Utilities Board
- Annex Building
- Service Yard
- Administrative Building Renovation

City of McAllen
- McAllen Performing Arts Center
- Waterline Maintenance and Meter Reading Facility

City of Mercedes
- New Police Department Building

City of Pharr
- City Hall First and Second Floor Renovation
- New Events Center

City of Port Isabel
- Visitor and Events Center

City of San Juan
- New City Hall/ Transit Terminal Building
- New Main Fire Station
- North Park and Recreation Center
- Downtown Revitalization Master Plan

City of Weslaco
- New Central Fire Station
- New Police Station with Municipal/ Judicial Court

County of Zapata
- New Museum of History
- New Technical and Advanced Education Center

Town of Combes
- Recreational Community Center

EMPLOYMENT
- Present: ERO, Principal and COO
- Oct 2005–Oct 2008: Jacobs Engineering Group, PM
- Nov 1997–Sep 2005: PBK Architects and Engineers, PM

PROFESSIONAL ASSOCIATIONS
- AIA Council of Education Facility Planners
- AIA, Texas Chapter
- AIA, Lower Rio Grande Valley Chapter

EDGAR VILLANUEVA

AIA–PROJECT MANAGER

ERO Tenure/Experience: Since 2015/Since 2012
Licensing: TBAE #32317
Education: B. Architecture - University of Texas at San Antonio, M. Information Technology - UTRGV

"I serve as the client's right hand to make our drawings on paper into a built reality."



Edgar Villanueva, an associate architect, is a design and visualization specialist for ERO. Edgar has more than five years of experience in design and specializes in 3D design and visualization for architectural and interior design. Through collaboration with the design and production team he provides leadership in the production of the highest quality design studies and design visualizations possible. Villanueva's exceptional software skills allow him to rapidly test a variety of possible concepts using Rhino/Grasshopper, Sketch Up, 3ds Max, Revit, and Adobe Creative Studio. His IT background facilitates designing directly in 3D and working with scripts to customize design processes for the team. Since his arrival, Villanueva has contributed to every major project ERO is producing including 21st century high schools, performing arts centers, university facilities, courthouses and schematics for urban planning for community economic development.

PROJECTS

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Design-Build Projects
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- TSTC New University Center
- TSTC Student Services Center
- McAllen South Industrial Park Warehouse 4
- Bert Ogden Jeep Dealership
- Fiesta Chevrolet Dealership
- Chrysler Dodge Ram + Jeep Dealership
- Texas Cooperative Inspection Program New Office

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Brownsville Public Utilities Board
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- Service Yard
- Administrative Building Renovation

City of McAllen
- McAllen Performing Arts Center

City of Mercedes
- New Police Department Building

City of Pharr
- City Hall First and Second Floor Renovation

City of San Juan
- New City Hall/ Transit Terminal Building
- New Main Fire Station
- North Park and Recreation Center
- Downtown Revitalization Master Plan

EMPLOYMENT
- Jan 2015–Present: ERO,3D Design and Visualization
- Aug 2013–Sept 2014: Sharyland Engineering, Inc., Designer

ROBERT PRUNEDA

RID, NCIDQ–DESIGN LEAD

ERO Tenure/Experience: Since 2011/Since 2011
Licensing: RID: 12566; NCIDQ: 35208
Education: M. Architecture, University of Idaho; B. Architecture, University of Idaho

"I like to create modern scholastic environments that provide learner-centric environments empowering students to innovate and problem solve."



Roberto, blends artistry with technical expertise in bringing out the best in modern design and visuals. He leads design and visualization efforts for ERO. He excels in 3D visualization, interior, -furniture, fixture, and equipment design. For ERO's government designs, Roberto believes in empowering users via modern designs that provide innovative and accessible spaces. He strives to use space efficiencies and reduce footprint costs in his interior design. A thorough researcher, Roberto's designs reach high aesthetic standards while reflecting the culture and values of local communities into each design, respecting their land, people, and history.

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- New Police Department Building

City of Pharr
- City Hall First and Second Floor Renovation

City of Port Isabel
- Visitor and Events Center

City of San Juan
- New City Hall/ Transit Terminal Building
- New Main Fire Station
- North Park and Recreation Center
- Downtown Revitalization Master Plan

City of Weslaco
- New Central Fire Station
- New Police Station with Municipal/ Judicial Court

EMPLOYMENT

- Present: ERO, Design & Visualization Lead

PROFESSIONAL ASSOCIATIONS

- AIA, Texas Chapter

Completed Projects

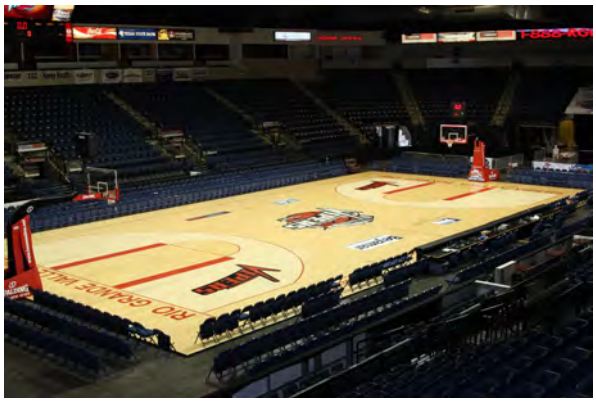
Dodge Arena

2600 S. 10th Street
Hidalgo, Texas 78557



Dodge Arena is located in Hidalgo, Texas. It is a 20 Million dollar Multipurpose facility. Ice Hockey, football, basketball concerts and Borderfest are a few of the events that are currently featured at the arena.





The arena currently has 25 suites and 500 club seats. On the property is also a 2,200 surface parking area , 2,000 sq.ft. lounge with access from outside of the arena. Inside the arena is also a pro shop.

186,000 Sq. Ft. Completed in 2003

Cost $12,069,454.00

Architect:

PBK Architects
#200-1770 W. 7th Ave
Vancouver, BC V6J4Y6, Canada

Owner:

City of Hidalgo
704 East Texano
Hidalgo, Texas 78557

Weslaco Public Garage



- Cost $ 597,000.00
- Completed: 1998



Owner:

City of Weslaco /Larry Dittburner
Business 83 & Texas
Weslaco, Texas

Texas State Bank

2314 University Dr.
Edinburg, Texas



- $4,079,403.37
- Completed January 26, 2004
- 44,504, Sq.Ft. 1st Floor: 16,277 Sq. Ft.
  2nd Floor: 14,422 Sq. Ft.
  3rd Floor: 13,974 Sq. Ft.

Architect:

Gensler
700 Milan Street, Suite 400
Houston, Texas 77002

Owner:

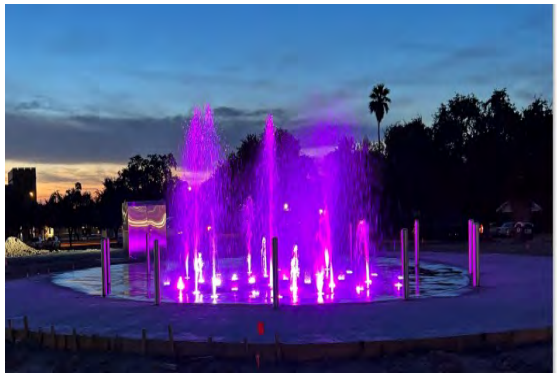
Texas State Bank
3900 N. 10th Street
McAllen, Texas 78501

City of Edinburg
Promenade Park Amphitheatre and Water Garden Project

201 McIntyre St W
Edinburg, Texas 78539







Project Name:	Promenade Park Amphitheatre and Water Garden Project 201 McIntyre St W Edinburg, Texas 78539
Contract:	3,125,499.35
Owner Name:	City of Edinburg PO Box 1079 Edinburg, Texas 78540
Architect:	Alvarado Architects & Associates 307 S. Main Street Donna, Texas 7837 (956) 464-8258 eli@alvaradoarchitects.com
Completed:	October 5, 2022



Brownville ISD
Hanna ECHS New Gymnasium Facility

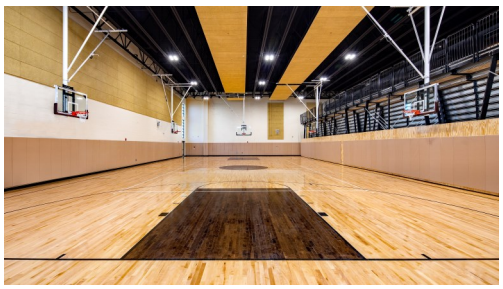
2615 E. Price Road
Brownsville, Texas 78521

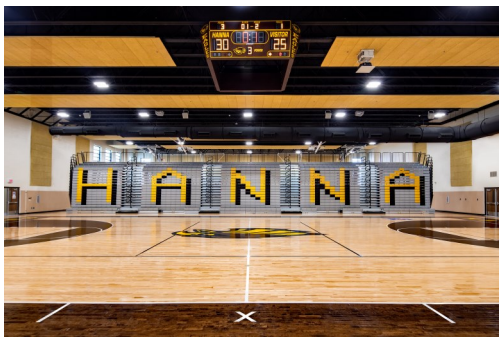






Project Name:	Hanna ECHS New Gymnasium Facility 2615 E. Price Road Brownsville, TX 78521
Contract:	8,408,940.00
Owner Name:	Brownsville ISD 1900 E. Price Road Brownsville, Texas 78521
Architect:	Gomez Mendez Saenz, Inc 1150 Paredes Line Road (956) 546-0110 dmonreal@gmsarchitects.com
Completed:	November 27, 2020





PROJECT NAME

City of Edinburg Downtown Parking Garage and Retail Facility

PROJECT TYPE

Downtown parking garage and retail facility

CLIENT NAME

City of Edinburg

CLIENT TYPE

Municipality

CONSTRUCTION COST (ORIGINAL GMP AND FINAL CONSTRUCTION COST):

$10,000,000 / TBD

ORIGINAL SCHEDULED FINAL COMPLETION DATE

TBD

ACTUAL OR ESTIMATED FINAL COMPLETION DATE

TBD

OWNER'S CONTACT PERSON AND TELEPHONE NUMBER

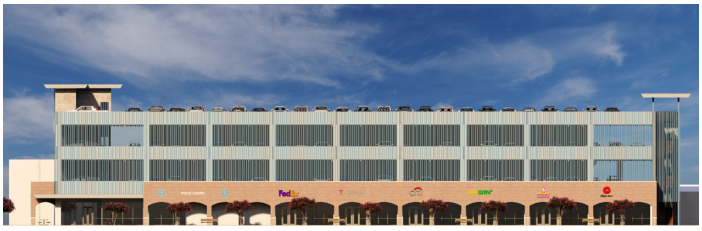
Tom Reyna, 956.239.1580

NAME(S) AND TELEPHONE NUMBER(S) OF THE PROJECT ARCHITECT(S) AND ENGINEER(S):

- ERO Architects: Octavio Cantú, AIA, Project Architect, 956.802.0507
- ERO Architects: Edgar Villanueva, AIA, Project Manager, 956.789.4823
- Chanin Structural Engineering: JC Garza, PE, Project Manager, 956.616.1768
- Halff Associates MEP/Fire/IT/Security Engineering: Jose Delgado, PE, Project Manager, 214.562.2009
- WJHW Structured Cabling and Security: Rene Garza, Project Manager, 210.317.3214
- Melden & Hunt Civil Engineering: Mario Reyna, PE, Project Manager, 956.381.0981

IDENTIFY THE PROPOSED TEAM MEMBERS WHO WORKED ON THESE PROJECTS AND BRIEFLY DESCRIBE THEIR ROLE AND RESPONSIBILITIES:

- Octavio Cantú, Jr., AIA, Project Architect – Led the day-to-day work and tactical duties, interacting with the design team members to ensure project architectural details are managed efficiently, and the project design is on-budget.
- Edgar Villanueva, AIA, Project Manager – Reported to the Project Architect, led the design of the building, and managed the day-to-day actions ensuring that the project design moved forward and on point and within budget. He concentrated his time throughout the various phases of the project and maintained schedule.
- Jose Garza, PE, Structural Engineering – Led the effort to structurally design the parking facility for the best ways to integrate foundation and parking lot designs with the multi-story building.









PROJECT NAME

Edinburg Arts, Culture and Events Center

PROJECT TYPE

Arts, Culture and Events Center

CLIENT NAME

City of Edinburg

CLIENT TYPE

Municipality

CONSTRUCTION COST (ORIGINAL GMP AND FINAL CONSTRUCTION COST):

$11,500,000 / $15,660,000 – with alternates

ORIGINAL SCHEDULED FINAL COMPLETION DATE

June 2024

ACTUAL OR ESTIMATED FINAL COMPLETION DATE

June 2024

OWNER'S CONTACT PERSON AND TELEPHONE NUMBER

Tom Reyna, 956.239.1580

NAME(S) AND TELEPHONE NUMBER(S) OF THE PROJECT ARCHITECT(S) AND ENGINEER(S):

- ERO Architects: Octavio Cantú, AIA, Project Architect – 956.802.0507
- ERO Architects: Edgar Villanueva, AIA, Project Manager – 956.789.4823
- ERO Architects: Robert Pruneda, RID, NCIDQ, Director of Design 956.358.2098
- Chanin Structural Engineering: JC Garza, PE, Project Manager – 956.616.1768
- Trinity MEP/Fire/IT Engineering: Leo Muñoz, PE, Project Manager – 956.532.4165
- 360 Integrated Security: David Cruz, Project Manager – 210.363.1212
- WJHW Structured Cabling and Security: Rene Garza, Project Manager – 210.317.3214
- Melden & Hunt Civil Engineering: Mario Reyna, PE, Project Manager – 956.381.0981
- Landscape Architecture – Stephen P. Walker, RLA, Project Manager – 956.309.3113

IDENTIFY THE PROPOSED TEAM MEMBERS WHO WORKED ON THESE PROJECTS AND BRIEFLY DESCRIBE THEIR ROLE AND RESPONSIBILITIES:

- Octavio Cantú, Jr., AIA, Project Architect – Led the day-to-day work and tactical duties, interacting with the design team members to ensure project architectural details are managed efficiently, and the project design is on-budget.
- Edgar Villanueva, AIA, Project Manager – Reported to the Project Architect, led the design of the building, and managed the day-to-day actions ensuring that the project design moved forward and on point and within budget. He concentrated his time throughout the various phases of the project and maintained schedule.
- Robert Pruneda, RID, NCIDQ, Director of Design – Responsible for blending creative artistry with technical expertise to bring out the best in modern design and visualization for the building. He led interior design and the design of the furniture, fixture, and equipment.
- Jose Garza, PE, Structural Engineering – Led the effort to structurally design the parking facility for the best ways to integrate foundation and parking lot designs with the multi-story building.
- Leo Muñoz, PE, Trinity:, Project Manager – Led the day-to-day design efforts for the building's mechanical, electrical, plumbing, fire suppression, IT engineering design of the building.









PROJECT NAME

Downtown Parking Needs Assessment and Financial Analysis Study

PROJECT TYPE

Parking Needs Assessment Study

CLIENT NAME

City of Edinburg

CLIENT TYPE

Municipality

CONSTRUCTION COST (ORIGINAL GMP AND FINAL CONSTRUCTION COST):

N/A

ORIGINAL SCHEDULED FINAL COMPLETION DATE

N/A

ACTUAL OR ESTIMATED FINAL COMPLETION DATE

May 25, 2023

OWNER'S CONTACT PERSON AND TELEPHONE NUMBER

Tom Reyna, 956.239.1580

NAME(S) AND TELEPHONE NUMBER(S) OF THE PROJECT ARCHITECT(S) AND ENGINEER(S):

- ERO Architects: Eli Ochoa, AIA, Project Architect – 956.451.2687
- ERO Architects: Brian Godinez, CEO, Project Manager – 956.455.4655
- ERO Architects: Edgar Villanueva, AIA, Project Lead – 956.789.4823
- KCI Technologies & Assessments: Oscar Garza, PE, Project Manager – 956.369.4529
- UTRGV Data and Information Systems: Sai Mullapudi, DSM, MSIT, MBA, Data Analyst – 956.665.2301

IDENTIFY THE PROPOSED TEAM MEMBERS WHO WORKED ON THESE PROJECTS AND BRIEFLY DESCRIBE THEIR ROLE AND RESPONSIBILITIES:

- Eli Ochoa, AIA, Project Architect – Represented the parking garage and retail facility project by ERO for design and document information input.
- Brian Godinez, CEO, Project Manager – Led the day-to-day work and tactical duties, interacting with the study team members to ensure information and details are managed and prepared efficiently, and the project is on schedule.
- Edgar Villanueva, AIA, Project Lead – Assisted with coordinating information and data and worked to be see that the study aligned with the proposed design and construction of the building project.
- Oscar Garza, PE, Project Manager – KCI led the effort to determine downtown parking peak use counts, off-peak counts and calculate the need and demand for the downtown parking.
- Sai Mullapudi, Data Analyst – UTRGV led the economic analysis and financial impact the downtown parking garage would have on the City's economy including potential revenue generation and return on investment.

DOWNTOWN PARKING GARAGE NEEDS ASSESSMENT & ECONOMIC ANALYSIS REPORT
MAY 25, 2023





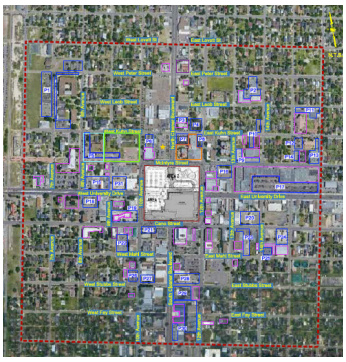


Table 4. Economic Impact–Revenue, Downtown Parking (Total Impact)

	Employment	Labor Income	Value Added	Output
Scenario 1 @100%, $1	61	$1,285,353	$1,441,432	$2,569,935
Scenario 1 @ 75%, $1	46	$964,015	$1,081,074	$1,927,451
Scenario 1 @ 65%, $1	40	$835,480	$936,931	$1,670,458
Scenario 1 @ 50%, $1	31	$654,964	$734,496	$1,309,535
Scenario 2 @100%, $2	61	$1,285,353	$1,441,432	$2,569,935
Scenario 2 @ 75%, $2	46	$964,015	$1,081,074	$1,927,451
Scenario 2 @ 65%, $2	40	$835,480	$936,931	$1,670,458
Scenario 2 @ 50%, $2	31	$642,677	$720,716	$1,284,967
Scenario 3 @100%, $3	46	$964,015	$1,081,074	$1,927,451
Scenario 3 @ 75%, $3	34	$723,011	$810,805	$1,445,588
Scenario 3 @ 65%, $3	30	$626,610	$702,698	$1,252,843
Scenario 3 @ 50%, $3	23	$482,007	$540,537	$963,726
Scenario 4 @100%, $4	31	$642,677	$720,716	$1,284,967
Scenario 4 @ 75%, $4	23	$482,007	$540,537	$963,726
Scenario 4 @ 65%, $4	20	$417,740	$468,465	$835,229
Scenario 4 @ 50%, $4	15	$321,338	$360,358	$642,484
Scenario 5 @100%, $5	38	$803,346	$900,895	$1,606,209
Scenario 5 @ 75%, $5	29	$602,509	$675,671	$1,204,657
Scenario 5 @ 65%, $5	25	$522,175	$585,582	$1,044,036
Scenario 5 @ 50%, $5	19	$401,673	$450,447	$803,105

DESIGN-BUILD DELIVERY METHOD

PROJECT NAME

Austin ISD T.A. Brown New Elementary School

PROJECT TYPE

K-12 Education Facility, Design-Build

CLIENT NAME

Austin ISD

CLIENT TYPE

K-12 Education

CONSTRUCTION COST (ORIGINAL GMP AND FINAL CONSTRUCTION COST):

$22,096,000 / $24,899,520

ORIGINAL SCHEDULED FINAL COMPLETION DATE

January 2020

ACTUAL OR ESTIMATED FINAL COMPLETION DATE

January 2020

OWNER'S CONTACT PERSON AND TELEPHONE NUMBER

Christine Sheng / 512.975.9060

NAME(S) AND TELEPHONE NUMBER(S) OF THE PROJECT ARCHITECT(S) AND ENGINEER(S):

- ERO Architects: Eli Ochoa, AIA, Project Architect – 956.451.2687
- ERO Architects: Octavio Cantú, AIA, Project Manager – 956.802.0507
- ERO Architects: Robert Pruneda, RID, NCIDQ, Director of Design – 956.358.2098
- ERO Structural Engineering: Jody Galindo, PE, Project Manager – 956.661.0400
- Encotech Consultants: MEP/Fire Engineering: Sharon Bickford, PE, Project Manager – 512.338.1101
- TLC Engineering, IT and Security: Beverly Williams, Project Manager – 214.540.5900
- Garza EMC Civil Engineering: Rudy Garza, PE, Project Manager – 512.298.3284
- Coleman & Associates Landscape: Ann Coleman, RLA, Project Manager – 512.476.2090

IDENTIFY THE PROPOSED TEAM MEMBERS WHO WORKED ON THESE PROJECTS AND BRIEFLY DESCRIBE THEIR ROLE AND RESPONSIBILITIES:

- Eli Ochoa, AIA, Project Architect – Led the day-to-day work and tactical duties, interacting with the design team members to ensure project architectural details are managed efficiently, and the project design is on-budget.
- Octavio Cantú, AIA, Project Manager – Reported to the Project Architect, led the design of the building, and managed the day-to-day actions ensuring that the project design moved forward and on point and within budget. He concentrated his time throughout the various phases of the project and maintained schedule.
- Robert Pruneda, RID, NCIDQ, Director of Design – Responsible for blending creative artistry with technical expertise to bring out the best in modern design and visualization for the building. He led interior design and the design of the furniture, fixture, and equipment.
- Jody Galindo, PE, ERO Structural Engineering – Led the effort to structurally design the parking facility for the best ways to integrate foundation and parking lot designs with the multi-story building.
- Sharon Bickford, PE, Halff Associates, Project Manager – Led the day-to-day design efforts for the building's mechanical, electrical, plumbing, fire suppression, IT engineering design of the building.









DESIGN-BUILD DELIVERY METHOD

PROJECT NAME

Texas State Technological College University Center at Harlingen

PROJECT TYPE

Higher Education Facility, Design-Build

CLIENT NAME

Texas State Technological College (TSTC)

CLIENT TYPE

Higher Education

CONSTRUCTION COST (ORIGINAL GMP AND FINAL CONSTRUCTION COST):

$6,222,000 / $7,363,772

ORIGINAL SCHEDULED FINAL COMPLETION DATE

May 2012

ACTUAL OR ESTIMATED FINAL COMPLETION DATE

May 2012

OWNER'S CONTACT PERSON AND TELEPHONE NUMBER

Chuck Smith, Former Facilities Director / 956.498.7352

NAME(S) AND TELEPHONE NUMBER(S) OF THE PROJECT ARCHITECT(S) AND ENGINEER(S):

- ERO Architects: Eli Ochoa, AIA, Project Architect – 956.451.2687
- ERO Architects: Octavio Cantú, AIA, Project Manager – 956.802.0507
- ERO Architects: John Milner, AA - Project Designer – 956.661.0400
- Hinojosa Engineering: Jody Galindo, PE, Project Manager – 956.581.0143
- Halff Associates MEP Engineering: Trey Murray, PE, Project Manager – 956.522.0398

IDENTIFY THE PROPOSED TEAM MEMBERS WHO WORKED ON THESE PROJECTS AND BRIEFLY DESCRIBE THEIR ROLE AND RESPONSIBILITIES:

- Eli Ochoa, AIA, Project Architect – Led the day-to-day work and tactical duties, interacting with the design team members to ensure project architectural details are managed efficiently, and the project design is on-budget.
- Octavio Cantú, Jr., AIA, Project Manager – Reported to the Project Architect, led the design of the building, and managed the day-to-day actions ensuring that the project design moved forward and on point and within budget. He concentrated his time throughout the various phases of the project and maintained schedule.
- John Milner, AA, Project Designer – Responsible for blending creative artistry with technical expertise to bring out the best in modern design and visualization for the building. He led interior design and the design of the furniture, fixture, and equipment.
- Jody Galindo, PE, Hinojosa Structural Engineering – Led the effort to structurally design the parking facility for the best ways to integrate foundation and parking lot designs with the multi-story building.
- Trey Murray, PE, Halff Associates, Project Manager – Led the day-to-day design efforts for the building's mechanical, electrical, plumbing, fire suppression, IT engineering design of the building.









City forms upload to portal

1. Sample Insurance
2. Conflict of Interest
3. General Questionnaire
4. Litigation Disclosure Form
5. House Bill 89 Verification
6. Senate Bill 13 Verification
7. Senate Bill 19 Verification
8. City of Edinburg Noncollusion Affidavit
9. Conflict of Interest
10. Certificate of Interested Parties (1295)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2025

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

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

PRODUCER TRB Mission Duncan 220 E Tom Landry St Mission, TX 78572-4161	CONTACT NAME: Nancy Pinon PHONE (A/C, No, Ext): (956) 581-2183 FAX (A/C, No): E-MAIL ADDRESS: npinon@trb.insurance
INSURED Gerlach Builders, LLC DBA Wil-Con 918 Big Horn Drive Edinburg, TX 78542	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Accelerant Specialty Insurance Company — 16890 INSURER B : Rock Ridge Insurance Company — 11089 INSURER C : GuideOne National Ins Co — 14167 INSURER D : Texas Mutual Insurance Company — 22945 INSURER E : Canopius US Insurance Inc. INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			S0012GL00187400	6/22/2024	6/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BW92STR2400060 03	6/22/2024	6/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			560003117 02	6/22/2024	6/22/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001327301	6/23/2024	6/23/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess Liability			CUSXU2300008800	1/17/2025	6/22/2025	Aggregate	3,000,000

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

CERTIFICATE HOLDER

Sample Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nancy Piñon

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CONFLICT OF INTEREST
DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

January 27, 2025

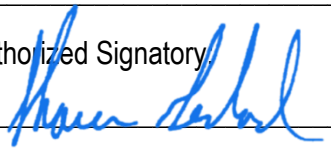
Company/Vendor Name:

Gerlach Builders LLC

Printed Name and Title:

Shawn Gerlach-President

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Gerlach Builders LLC
(Full, correct legal name)

- Address: 918 Big Horn Dr.
  Edinburg, TX 78542
- Telephone/Fax: (956) 781-9781
- Email address: airika@gbuildllc.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, Texas

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? 6 (years) _____ (months)

   c. State the number of full-time employees at the Edinburg office. 28

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: Airika Stevens / Frank Mina
   Address: 918 Big Horn Dr, Edinburg, TX 78542
   Telephone: (956) 781-9781
   Fax: _____
   Email: airika@gbuildllc.com; frank@gbuildllc.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (✓).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
WIL-CON, LLC, Joe Williamson Construction Co.

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

HOUSE BILL 89 VERIFICATION

I, Shawn Gelach, the undersigned representative of

Gerlach Builders LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

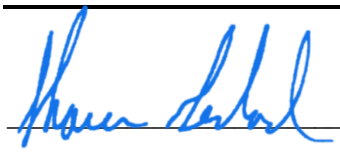
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Shawn Gerlach-President

TYPE/PRINT NAME AND TITLE:

January 27, 2025

DATE:

SENATE BILL 13 VERIFICATION

I, Shawn Gelach, the undersigned representative of

Gerlach Builders LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Shawn Gerlach-President

TYPE/PRINT NAME AND TITLE:

January 27, 2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Shawn Gerlach, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Gerlach Builders LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title President

Subscribed and sworn to me this 27th day of January 2025.

By: _____

Airika Stevens
My Commission Expires
4/26/2028
Notary ID124905638

Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____

Signature of vendor doing business with the governmental entity

January 27, 2025

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1261061

Date Filed:
01/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gerlach Builers, LLC
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ# 2025-002
Design Build Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

My address is 1320 Encanto Blvd (street), Mission (city), TX (state), 78574 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 27th day of January (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

None

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SECTION 5
EXECUTION OF OFFER
CITY OF EDINBURG, TEXAS

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S RFQ. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR RFQ.

1. By signature hereon, the respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein, and as set forth in the Design-Build Statute.

2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or City representative in connection with the submitted RFQ. Failure to sign hereon, or signing with a false statement, shall void the submitted RFQ or any resulting contracts, and the respondent shall be removed from all vendor lists of the City.

3. By signature hereon, respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the City's option, may result in cancellation of any resulting contract or purchase order.

4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the RFQ directly or indirectly to any competitor or any other person engaged in such line of business.

5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this RFQ.

7. By signature hereon, the respondent certifies as follows:

   "Under Section 231.006, Texas Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

   "Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and

acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

"Under Section 2254.004, Texas Government Code, the respondent certifies that each individual or business entity which is an engineer or architect proposed by respondent as a member of its team was selected based on demonstrated competence and qualifications only."

8. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the City, or the respondent has not been an employee of the City within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the City entering into any contract with the respondent.

9. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 3.102, Article 601b, V.T.C.S.)

10. The respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.

11. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Complete the following:

FEI No: 81-2054361

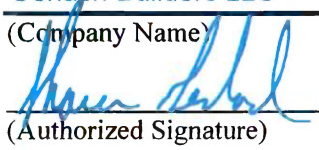
If Sole Owner:
SS No: _____

If a Corporation:
State of Incorporation: Texas

Charter No: _____

Submitted By:

Gerlach Builders LLC
(Company Name)


(Authorized Signature)

Shawn Gerlach
(Printed Name)

President
(Printed Title)

January 27, 2025
(Date)

918 Big Horn Dr.
(Street Address)

Edinburg, Texas 78542
(Owner, State, Zip Code)

(956) 781-9781
(Telephone Number)

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[HOLCHEMONT, LTD.] RESPONSE DOCUMENT REPORT

RFQ No. 2025-002

Downtown Parking Garage Design-Build Services

RESPONSE DEADLINE: January 28, 2025 at 3:00 pm

Report Generated: Tuesday, January 28, 2025

Holchemont, Ltd. Response

CONTACT INFORMATION

Company:
Holchemont, Ltd.

Email:
frontdesk@holchemont.com

Contact:
Front Desk Holchemont Ltd.

Address:
900 N Main St.
McAllen, TX 78501

Phone:
N/A

Website:
www.holchemont.com

Submission Date:
Jan 28, 2025 2:58 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. **Proposal***

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Final_RFQ.pdf

2. **If you have any proprietary documents, please attach the redacted document here.**

Questionnaire_from_Final_RFQ.pdf

3. **Please upload your current insurance certificate.***

Please upload your current insurance certificate.

City-of-Edinburg_Holchemont,-LTD_24-25-Certifica_1-21-2025_1165981522.pdf

4. **Required Forms**

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Aff..pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Cert_of_Interest_1295.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at

https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE REVIEW THE ATTACHED SAMPLE CONTRACT AGREEMENT
Please download and review the attached document.

- Sample_Agreement.pdf

Sample_Agreement.pdf

DOES YOUR ORGANIZATION HAVE ANY OBJECTIONS TO THE DRAFT DESIGN-BUILD AGREEMENT LANGUAGE OR STRUCTURE BETWEEN THE CONTRACTOR AND THE CITY OF EDINBURG INCLUDED IN QUESTION 4.10. OF THIS SOLICITATION? *
No

TO FACILITATE AN EXPEDITED NEGOTIATION PROCESS PLEASE PROVIDE COMMENTS RELATED TO OBJECTIONABLE LANGUAGE IF THE ANSWER TO THE ABOVE QUESTION IS YES.*
N/A

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

RFQ RESPONSE

FOR CONSTRUCTION SERVICES

OWNER: THE CITY OF EDINBURG

PROJECT NAME: DOWNTOWN PARKING GARAGE DESIGN-BUILD SERVICES

DATE: 1/28/2025

SUBMITTED TO:
EDINBURG CITY HALL
ATTN: CITY SECRETARY'S OFFICE
415 W. UNIVERSITY DR.
EDINBURG, TX 78539



Re: ***Request for Qualifications***
2025-002
DOWNTOWN PARKING GARAGE DESIGN-BUILD SERVICES

Due: ***January 28, 2025, 3:00 pm***

Submitted by:

Holchemont Ltd.
900 North Main Street
McAllen, Texas 78501
(956)686-2901 Office
(956)686-2925 Fax
info@holchemont.com

In association with:

Guzman & Muñoz Engineering and Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
(956)565-4637 Office
(956)565-4636 Fax
jmunoz@gmes.biz

Hector A. Guevara RA, AIA
1817 Incarnate Word Ave
McAllen, Texas 78504
(210) 310-9052 Cell
hecshell@gmail.com

Trinity MEP Engineering, LLC
3533 Moreland Drive, Suite A
Weslaco, Texas 78796
(956) 973-0500 Office
leo@trinitymep.com

Mendoza Engineering
119 W. Van Buren Ave. Ste 101
Harlingen, Texas 78550
(956) 230-3453 Office
(956) 720-0830 Fax
rajesh@ethoseng.net

VXTX, Inc (Structural Consultant)
Laurence Oeth, P.E.
4506 Cimmaron Avenue
Midland, Texas 79707
(503) 522-8941 Cell
loeth@vxtexas.com

Millennium Engineers Group, Inc. (MEG)
5804 N. Gumwood Ave
Pharr, Texas 78577

A. Respondent Questionnaire

1. Demonstration of Performance Capability & Financial Resources
- Executive Summary
- About Holchemont, Ltd.
- Financial Statement
- 1.2 Financial Rating
- 1.3 Dunn & Bradstreet Analysis
- Bank References
- Surety Letter C.O.I W-9 HUB

2. Team Qualifications/Experience
- Resumes
- Organizational Chart
- Project Approach

3. Demonstration of Technical/Management Competence
- Cost Control Plan
- Change Order History
- Plan to Complete Project on Schedule & Within Budget

4. Demonstration of Experience On Similar Projects

5. Current Construction Methods & Technology Knowledge
- Warranty Process
- Time Management
- Safety Approach & Procedures
  - Osha Logs
  - Safety Awards

6. Innovative Design & Construction Methods Knowledge Including Sustainable Concepts
- Work in Progress

7. Past Customer References
- Past References
  - -Owners
  - -Architects/Engineers
  - -Subcontractors

8. Demonstration of Past Projects Ability to Meet Budget & Schedule
- Projects Completed
- School Projects

9. Execution of Offer Letter & Agent Certification
- A. Signed & Completed Execution of Offer
- B. Certifications
  1. Bonding Agent Letter
  2. Insurance Agent Letter





HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

Respondent Questionnaire

Criterion: 1.0

The respondent's capability to perform the design-build services for the City of Edinburg Downtown Parking Garage, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected:

1.1 Legal name of the company: Holchemont, LTD.
Address of office that would be providing service:
900 North Main Street McAllen, Texas 78501
Number of years in Business: 17
Type of Operation:
Individual: Partnership: X Corporation: Government:
Number of Employees: 7
Annual Construction Volume: $12.5M Annually

1.2 Provide a copy of your company's financial statements for the past three (3) years. This information may be provided as confidential for City's exclusive use only.
Please see Financials page 19-24

1.3 Provide a financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.
Please see Financials page 19-24

1.4 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
No, Holchemont, Ltd. Is not currently for sale or involved in any transaction to expand or to become acquired by another business entity.

1.5 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the City.
None, we have no past or present pending litigations or claims filed against our company.

1.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
No, Holchemont, Ltd. Is not currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.

1.7 Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any City employee or member of the City Council? If yes, please explain.
No, relationships exist whether by family, relative, business associate, financial agreement or any other relationship between our company and any City employee or member of the City Council.

1.8 What difficulties do you anticipate in serving the City and how do you plan to manage these? What assistance will you require from the City?

Holchemont does not anticipate difficulties but like all projects, some may arise. We propose to work closely with the Owner/Architect team with regard to problem solving. We will utilize an open-book process throughout the construction process. Our service support philosophy is based on accessibility, vigilance and pro-active response. We pride ourselves on our reputation for high-level "client support." We are available to the client when there is an issue to be resolved or question to be answered.

Holchemont understands that during construction, conflicts and/or potential conflicts may arise, but the tactics and efforts taken by the project team during the CM-at Risk process are what truly differentiates and provides added value from a construction manager. The ultimate goal of risk management is to increase the probability of project and activity success by focusing attention on problem areas early and reducing the amount of costly rework in the future. For each and every risk, there is the potential impact of cost overruns, schedule delays and compromises in quality and safety if the risk occurs. Hence, risk management will be applied continuously throughout the RSB project life cycle and will evolve and adapt to accommodate the various project phases. A "risk" is an event that has the potential to cause an unwanted change in the project. A risk is as follow: A measure of the severity of risk is: Severity = Probability x Impact. For risks, we have a "mitigation plan". A mitigation plan either lowers the probability and/or the impact to reduce the severity to an acceptable level. Managing risk is a key element of the project management process for both the planning and the performance phases of the RSB project. As such, this RMP develops a methodology to identify and qualify specific risks to the project, determine their consequence and associated probability, and developed mitigation strategies.

Project Risk Category			
Project Impact	High	Moderate	Low
Cost	• Closely monitor cost and spending • Obtain Multiple bottoms-up independent cost estimates • Perform value management vendor visits	• Closely monitor cost and spending • Obtain at least two bottoms-up independent cost estimates	• Monitor cost, schedule and spending
Schedule	• Increase lead time substantially by initiating procurements 6-8 weeks early • Vendor visits and oversight	• Increase lead time by initiating procurements 2-4 weeks early • Vendor visits and oversight	• Monitor cost, schedule and spending
Performance	• Perform major redesign • Evaluate alternate technology • QA/acceptance testing	• Moderate redesign as required • QA/acceptance testing	• QA/acceptance testing

1.9 Provide details regarding any special services or product characteristics, other benefits offered, or advantages to the City in selecting your company.

Our design team includes personnel with over 40 years of construction experience to assist the design team in preparing the design documents.

1.10 A statement certifying that the respondent is not in arrears in payment of any obligations to the City or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

This is to verify that the respondent is not in arrears in the payment of any obligations to the city or any other governmental entity, including but not limited to property taxes, sales taxes, fees, or utility charges.

Michael C. Montalvo
Manager of Holchemont Management LLC., Its General Partner
1/27/2025

Notary Public for the STATE of TEXAS

§
§

LORI ANN HERNANDEZ
Notary Public, State of Texas
Comm. Expires 09-26-2028
Notary ID 2990730

Commission expires: 09-26-2028

CRITERION 2.0:

The qualifications and experience of the team members proposed to manage the Edinburg Downtown Parking Garage for the City:

2.1 Describe organization with clear lines of authority and communications.

At Holchemont, Ltd., we operate within a hierarchical structure that emphasizes defined roles, responsibilities, and communication channels. Which include:

ORGANIZATIONAL STRUCTURE:

Project Management

Project Managers (PMS): Responsible for the planning, execution, and completion of construction projects. They manage budgets, schedules, and communication with clients and subcontractors.

Assistant Project Managers: Support PMS in documentation, coordination, and administrative tasks.

Administrative Staff: Provide essential back-office support, including payroll, procurement, and document control.

Field Operations
Superintendents: Manage on-site activities, oversee subcontractors, enforce safety standards, and ensure construction adheres to project plans and timelines.
Safety Officers: Ensure Compliance with OSHA and other safety regulations to maintain a secure work environment.

LINES OF AUTHORITY
Top-Down Decision-Making: Authority flows from the executive leadership to project managers And superintendents, who implement directives in their respective areas.
Accountability: Each role is accountable to a specific supervisor, ensuring clear reporting relationships.
Delegations: Senior leaders delegate tasks while retaining oversight, empowering managers and field staff to make decision within their purview.

Communication Channels
Internal Communication
Formal Meetings: Weekly or biweekly meeting for project reviews, safety updates, and progress assessments.
Reporting Systems: Use of construction management software to share updates on schedules, budgets, and milestones.
Chain of Command: Employees communication with their immediate supervisors for guidance or escalation of issues.
External Communication
Clients: Project managers serve as the primary point of contact, ensuring consistent updates on progress and addressing concerns.
Subcontractors and Vendors: superintendents and foreman coordinate with subcontractors on-site, while procurement teams manage vendor relationships.
Regulatory Bodies: Safety officers and compliance teams handle communication with governmental entities for permits, inspections, and compliance matters.

The benefits of clear authority and communication at Holchemont, Ltd., enables a structure to manage complex projects:

Efficiency: Streamlined decision-making reduces delays.
Accountability: Clear roles ensure everyone knows their responsibilities
Safety: Consistent communication enforces safety standards.
Client Satisfaction: Transparent updates and coordination ensure client expectations are met.

2.2 Provide an organization chart depicting roles and responsibilities.
See Project Team Organizational Chart on page 49-50

2.3 Name all key personnel who will be part of the design-build team for the Project and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company. Describe in detail the experience and expertise of each team member. (Note: Key personnel must be committed to the Project for its duration unless excused by the City.)

See Senior Project Manager Resume and References, Senior Superintendent Resume and References, Civil Engineer Resume and References, Structural Consultant, Structural Engineer, Architect, Mechanical, Electrical and Plumbing Engineer pages 30-61

2.4 Applicant's Consultants: Name any consultants which are included as part of the proposed team. Describe each consultant's proposed role in the Project and their related experience. List projects on which your firm has previously worked with the consultant.

Guzman and Munoz Engineering and Surveying, Inc.—Design Lead
Laurence Oeth, - Quality Assurance / Quality Control
George Mendoza—Structural Engineer
Leo Munoz—Mechanical Electrical and Plumbing Engineer
Hector A. Guevara—Architect
MEG Engineers—Geotechnical
See attached resume and list of projects for reference

2.5 The City does not require a respondent to have or establish an office in Edinburg. However, the City expects the successful respondent and all members of the project team, to make a significant commitment to servicing the Project, regardless of their geographic proximity. Describe specifically the procedures the prime respondent and each of the other listed team members will employ to ensure that Project and the City are thoroughly supported from the earliest planning stages through the completion of the warranty period. Identify which core project team members will work full time on the project site during specific project phases. Include examples of how these procedures have been successfully employed on previous similar projects.

See Criterion 2.1 6-7

CRITERION 3.0:

The respondent's demonstrated technical and management competence with design-build projects.

3.1 Describe your firm's demonstrated technical competence and management qualifications for design-build projects.

Our Company excels in design-build projects through:
Technical Competence; expertise in innovative, cost-efficient designs using advanced tools like BIM, extensive experience across diverse project types, commitment to quality, code compliance, and sustainable practices, and we value engineering and problem solving capabilities.
Management Qualifications: Integrated project delivery with seamless design and construction collaboration, experienced project leaders focused on milestones and client goals, strong cost, schedule and risk management processes, transparency, client focused communication for project satisfaction.

We deliver high quality on time and budget conscious projects with innovative solutions and a client centered approach.

3.2 Provide your communication plan and demonstrate how you will interface with the City, Owner's Representative, Architect and Consultants to enhance the planning, design and construction processes of the Project.

See Project Approach page 62

3.3 Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects. Provide examples of records, reports, monitoring systems and information management systems you have used on similar projects and that you propose to use on this Project.

See Plan to Complete Project on Schedule & Within Budget page 65

3.4 Identify your personnel responsible for reviewing design and construction documents. Describe what methods you employ for coordination and distribution of design and construction documents during the design and construction phases to ensure quality control and to mitigate change orders.

See Plan to Complete Project on Schedule & Within Budget page 65

3.5 Describe how your project team will engage the City within the project communication methods to obtain buy-in and approval at the appropriate phases.

See Project Approach page & Plan to Complete Project on Schedule & Within Budget page 62 & 65

CRITERION 4.0:

The respondent's demonstrated experience with similar design/build projects.

4.1 List a maximum of five (5) projects for which your firm has provided or is providing design-build services which are most related to the City of Edinburg Parking Garage.

See Current Projects page & Projects Completed pages 86 & 94-108

4.2 For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s), and the name(s) and telephone number(s) of the project architect(s) and engineer(s).
See Current Projects page & Projects Completed pages 86 & 94-108

4.3 Identify the proposed team members who worked on these projects and briefly describe their role and responsibilities.
See Team Qualifications & Experience page 30-61

CRITERION 5.0:

The respondent's knowledge of current design or construction methods and technology: (Note: Do not limit your responses to these five specific questions. Provide information on your operational procedures that are beneficial and applicable to this project.)

5.1 Demonstrate the specific methods and techniques you intend to utilize to plan and schedule on-time delivery of this project; achieving the City's goals on time and on budget.
At Holchemont, Ltd. we utilize the Critical Path Schedule (CPS) a project management tool that helps identify the sequence of tasks that must be completed on time to ensure the overall project finishes on schedule. It focuses on the "critical path," which is the longest stretch of dependent tasks, determining the shortest possible time to complete the project.

Key points of a Critical Path Schedule include:

1. **Task Sequencing**: The schedule outlines all tasks and their dependencies—what needs to be done before other tasks can start.
2. **Critical Path**: The critical path consists of the essential tasks with zero slack (time buffer). De lays in these tasks will directly delay the entire project.
3. **Slack/Float**: Tasks not on the critical path have slack or float, meaning there's some flexibility in when they can be completed without affecting the project's overall timeline.
4. **Project Duration**: The critical path determines the minimum time needed to complete the project.
5. **Resource Allocation**: It helps in planning and allocating resources efficiently to avoid delays, keeping the project on track.
6. **Monitoring Progress**: The CPS is regularly updated to track any changes, allowing the project manager to identify risks early and take corrective actions to maintain the schedule.

In essence, a CPS is crucial for ensuring that the project stays on time by focusing on the most important tasks that drive the project's completion.

5.2 Demonstrate your approach for developing bid packages and the Guaranteed Maximum Price (GMP) proposals and describe specific advantages for the City.
Developing bid packages and GMP proposals requires a structured and collaborative approach to ensure accuracy, competiveness, and alignment with project goals. Below is an overview of Holchemont, Ltd. Approach and the advantages:

Approach for Developing Bid Packages

Pre-bid Preparation:

1. Clearly define the scope of work, ensure all project elements are included.
2. Collaborate with architects, engineers, and stakeholders to ensure documents are complete and accurate.
3. Segment the work into trade-specific packages to attract qualified subcontractors and suppliers.
4. Create a preliminary construction schedule to establish realistic timelines for bidders.
5. Identify prequalified subcontractors and suppliers to ensure they meet financial, safety and performance standards.

Solicitation of Bids:

1. Provide comprehensive bid documents including specifications, drawings, schedules, and terms and conditions.
2. Host meetings to clarify expectations and address questions from bidders.
3. Establish a process for bidders to submit RFIs and provide prompt response to maintain transparency.

Bid Evaluation:

1. Analyze bids for accuracy completeness, and alignment with the project scope.
2. Identify cost-saving opportunities without compromising quality.
3. Evaluate subcontractors based price, qualifications, and experience.

Finalization:

1. Issue contracts to selected subcontractors and suppliers.
2. Incorporate the selected bid price into the GMP proposal.

Approach for Developing GMP Proposals

Cost Estimation:

1. Prepare a detailed cost estimate based on project drawings, specifications, and trade-specific bid packages.
2. Include contingencies for potential risks or unforeseen changes.
3. Compare estimates with bids to ensure align and avoid discrepancies.

Risk Assessment

1. Identify project risks and define allowances or contingencies to mitigate them.
2. Include provisions for changes in scope, unforeseen conditions, and schedule delays.

Contractual Structure

1. Define the GMP as the ceiling price, including direct costs, general conditions, and contractor fees.
2. clarify terms for cost sharing, saving incentives, an scope changes.

Transparency

1. provide detail cost breakdowns, including direct costs, subcontractor pricing, overhead, profit, and contingencies.
2. Use an open-book approach to build trust and foster collaboration.

Submissions and Review:

1.Submit the GMP proposal to the owner , detailing scope, costs, contingencies, and schedule.
2. Collaborate with the owner for any adjustments or clarifications before final approval.
and selection of subcontractors, expediting project timelines.

The Advantages to Holchemont Ltd., Approach

1. Improved Accuracy– detailed scope definition and pre-bid preparation reduce errors and omission in bid packages and GMP Proposals.
2. Enhanced Competitiveness– trade specific bid packages attract specialized subcontractors, ensuring competitive pricing and quality.
3. Risk Mitigation– including contingencies and conduction risk assessments protects against cost over runs and delays,
4. Transparency-open-book pricing and detailed costs breakdowns build trust with the owner and stakeholders.
5. Cost Control– GMP proposals cap project costs, providing the owner with financial certainty and incentivizing the contractor to mange resources efficiently.
6. Flexibility– value engineering and collaboration allow for adjustments to optimize cost and design without comprising project goals.
7. Efficient Decision-Making– clear communication and structures processes streamline the evaluation

5.3 Demonstrate your cost control system used on similar projects in the past, and describe your system and processes that will ensure that the executed GMP Proposals will be within the City's budget established for this Project.

See Plan to Complete Project on Schedule & Within Budget (page 65) and Criterion 5.2 10-11

5.4 Describe your company's quality assurance program. What are your company's protocols and procedures, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For a minimum of one of the projects listed in response to this Section 6, provide specific examples of how these techniques were used.

Our Quality Control (QC) Plan is a structured approach to ensuring that all aspects of a project meet the required standards and specifications. It focuses on preventing defects, ensuring compliance with regulatory requirements, and maintaining consistency in workmanship throughout the project. Here's a summary of the approach:

1. Clear Quality Objectives: The plan defines specific quality standards and performance criteria that must be met, aligning with project goals, contractual obligations, and industry standards.

2. Roles and Responsibilities: The QC plan outlines the roles and responsibilities of all stakeholders, from project managers to subcontractors, ensuring accountability for maintaining quality throughout the project.

3. Inspection and Testing: Regular inspections and testing of materials, equipment, and construction processes are scheduled to verify that the work meets quality standards. This Includes pre-construction, in-progress, and final inspections.

4. Documentation and Record-Keeping: Proper documentation is essential for tracking quality, including test results, inspection reports, and corrective actions. This helps identify trends, ensures compliance, and provides evidence for project audits.

5. Corrective Actions: The plan includes procedures for addressing non-conformances or defects, such as how issues will be identified, reported, and corrected in a timely manner.

6. Continuous Improvement: The QC plan emphasizes ongoing monitoring and evaluation to identify areas for improvement. Lessons learned from each phase can inform future actions and enhance the quality of the project.

7. Training and Education: Ensuring that all team members are properly trained on quality standards and procedures is critical for maintaining consistency and preventing errors.

In summary, our Quality Control Plan is a proactive approach to ensuring high standards, preventing mistakes, and managing quality throughout the project lifecycle. It involves planning, monitoring, inspecting, documenting, and continuously improving to achieve the desired outcomes.

[redacted]

5.5 Describe your approach to value engineering and the services you offer to reduce the overall construction cost in order to meet the City's budget goals.

Our Company values engineering approach focuses on reducing construction costs while maintaining quality and functionality.

We Achieve this Through:

1. Comprehensive Analysis: Reviewing designs, specifications, and budgets to identify cost-saving opportunities.
2. Alternative solutions: recommending material substitution , design simplification and optimized construction methods.
3. Life Cycle Costing: evaluating long-term savings from proposed changes to ensure sustainability.
4. Risk Management: mitigating potential risks and including contingencies in cost saving measures.
5. Colloboration: aligning solutions with project goals and maintain open communication with stake holders.

Services offered

1. Preconstruction planning and cost estimation
2. Material optimization and supplier negotiations
3. Design adjustments to meet budget goals
4. Energy efficient system recommendation
5. Contractor and subcontractor management.

CRITERION 6.0:
Innovative Methods or Technology including Sustainable Concepts:

6.1 Demonstrate innovative design or construction methods developed by your team that will be advantageous in the execution of this project.

The approach to delivering City of Edinburg a successful project consists of two phases, design and construction. Design success comes from the combination of technical skills with robust communication protocols including the City of Edinburg. Our resume discusses the experience and past successes of the proposed Team, which is unquestionably qualified to deliver a functional, robust facility.

Meetings will be conducted face-to-face between City of Edinburg and the Team at critical research points and in review of milestone deliverables. These are anticipated at:

Project design kickoff – initial data gathering;
Site survey and topo fieldwork (survey crews only);
10% Programming review – Layout and Floorplan Submittal;
30% Design Development Submittal review;
60% Submittal Review;
90% Submittal Review;
100% Completion Review (if necessary);
Construction Meetings

Additional meetings will involve specific disciplines as necessary and whether face-to-face or electronic determined by the anticipated meeting length and need for onsite presence to collect data. In most all instances the Project Director will attend. An abbreviated list is presented below, but given the ease of such communication more are likely:

Programming/adjacency review prior to 10% Submittal;
Permitting issues, if any;
Civil/utility coordination if needed
Mechanical-HVAC equipment preference discussions;
Electrical and lighting preference discussions;
Finish and color board discussions;
Abatement and removal strategy and coordination prior to construction;
Anticipated construction schedule updates;

The above lists are not intended to be contractually limiting, but rather to illustrate the Team's commitment to excellent communications and need for involvement by City of Edinburg. Our Team is committed to providing the complete scope of work outlined in the "Design-Build Scope of Work".

6.2 Identify if any members of your team are involved in any research or education initiatives that provides resources beneficial to this project.

Our team is highly educated, possessing extensive knowledge and expertise in the field. Each member holds the necessary certifications and qualifications to ensure the success of this project, providing a strong foundation for delivering exceptional results.

CRITERION 7.0:
The quality of references from past customers of respondent:

7.1 Provide a customer reference list of no less than three (3) organizations with which respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past five (5) years. The reference list shall include company name, contact person, and telephone number, project description, length of business relationship and back ground of project (year of project, summary of work performed, etc.).

See References Pages 87-92

CRITERION 8.0:
The demonstrated ability of the respondent to meet budgets and schedules on past projects:

8.1 Describe your plan for meeting or improving the City's proposed schedule for design and/or construction. If you propose to improve the schedule, describe your system for maintaining quality of services, materials or workmanship, and demonstrate its successful application on similar projects in the past.

See Plan to Complete Project on Schedule & Within Budget page 65

8.2 Describe the way in which your firm develops and maintains project schedules. How and when do you update schedules?

See Plan to Complete Project on Schedule & Within Budget page 65

8.3 Describe your company's cost control philosophy, how is it carried out, and how success in keeping this philosophy is measured. Describe the extent of your cost estimating services in terms of the development of the estimates, updating/validation throughout the preconstruction and construction phases and your overall accountability related to controlling project cost. Include specific examples of scheduling challenges, and how your firm helped solve them.

See Cost Control Plan page 64

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

I. DEMONSTRATION OF PERFORMANCE CAPABILITY & FINANCIAL RESOURCES

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

Executive Summary

Leadership

Located in McAllen, Texas under the management and care of Mr. Michael C. Montalvo, Holchemont, Ltd. has been building successful relationships in the Rio Grande Valley since 2007, over 17 years.

At HOLCHEMONT, we take immense pride in driving the industry standards forward, focusing on efficiency, quality, and safety. We have completed quality commercial construction projects in key industries including healthcare, education, and local government. The most rewarding testimony of our collective abilities is in the fact that our clients continue to select us to build their new projects. Our overall professionalism, timeliness, and cooperative attitude set us apart, resulting in successful projects.

Quality

At Holchemont, quality is an essential part of our success. We achieve quality through training, HSE (Health, Safety, Environmental), and our Quality Management System. By implementing our Quality Management System, we are able to determine the "Critical to Quality" elements to evaluate, identify the Processes and Procedures needed to execute a successful project, and generate a unique Quality Management Plan for each project.

Experience

Diversity of project experience is important. School districts, banks and financial institutions, hospitals and the healthcare industry, retail and municipalities have all selected Holchemont to build or remodel what they envisioned, on time and within budget. Holchemont has worked on a variety of commercial construction and renovations in McAllen, Edinburg, Weslaco, Harlingen, Brownsville and across the RGV. Please refer to our current and completed projects.

Reliability

At Holchemont, we're fortunate to be able to work with leading South Texas organizations on anything from upgrades and renovations to ground up new-construction and projects. Please refer to the reference letters from our previous and continued clients.

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About Holchemont, Ltd

Holchemont, Ltd. has provided quality construction services in Texas for 17 years with our office located in McAllen, Texas. We believe the most rewarding testimony of our collective abilities is in the fact that our clients continue to select us to build their new projects. Our history of providing multiple projects for clients such as McAllen Independent School District, Inter National Bank, Rio Grande Regional Hospital, South Texas College and Driscoll Children's Hospital is evidence of our commitment to exceed expectations and build lasting relationships.

Our management philosophy is centered around team work. Holchemont, Ltd. becomes an invaluable partner to our clients throughout the preconstruction planning and building process. Our structured, detailed methodology includes comprehensive cost and project controls in order to bring every job to a successful completion.

At Holchemont, Ltd., we believe in the importance of developing strong work relationships with the project design team. Our overall professionalism, timeliness and cooperative attitude sets us apart, resulting in successful projects completed on time and within budget.

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

December 2, 2024

Re: Holchemont, Ltd.

To Whom It May Concern:
In compliance with your requirements for a pre-qualification letter, please be advised the surety bonding information for Holchemont, Ltd. is as follows:

Surety: Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004. Philadelphia Indemnity carries an AM Best rating of A++ and is Treasury Listed for $382,917,000.00 as shown on the Treasury Listed 570 Circular.

Philadelphia Indemnity Insurance Company is providing Holchemont, Ltd. with a current bonding limit of $7,500,000.00 single job, and a total bonding capacity of $15,000,000.00. Please be advised that this is a working limit and may not reflect the actual bond size that we may consider for this contractor.

If Holchemont, Ltd. is the successful proposer and is required to provide performance and/or payment bond(s), we would consider executing the required bonds on their behalf.

Our consideration would be based on the satisfactory completion of our normal underwriting requirements, which include, but are not limited to, our satisfactory review and approval of the contract terms and conditions, our contractor's financial condition at that time, his overall work program, verification of project financing and other pertinent underwriting criteria. Please be advised that the execution of any bond or bonds is a matter between the contractor and us. We assume no liability to you or any third party in providing this letter.

If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Cordially yours,

Fred A. Thetford, IV
Attorney-in-Fact for Philadelphia Indemnity Insurance Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessi Ross
AssuredPartners Houston 840 Gessner Suite 700 Houston TX 77024	PHONE (A/C, No, Ext): 713-778-1884 FAX (A/C, No): E-MAIL ADDRESS: jessi.ross@assuredpartners.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Holchemont, LTD 900 N Main St McAllen TX 78501-4327	INSURER A : West American Insurance Company	44393
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C : Kinsale Insurance Company	38920
	INSURER D : Hanover Insurance Company*	22292
	INSURER E : Evanston Insurance Company	35378
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1165981522 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			0100300987-2	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAW62167330	7/28/2024	7/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
E	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			MKLV1EUL104689	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001214543	7/28/2024	7/28/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Inland Marine			IHD H199655 04	7/28/2024	7/28/2025	Scheduled Equipment Lease/Rent Equipment Borrowed Equipment	58,300 60,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amanda V. Cb

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

HOLCHEMONT, LTD

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

900 N MAIN ST

6 City, state, and ZIP code

MCALLEN, TX 78501

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	3	9	1	3	1	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Laura Hernandez Date ▶ 01/28/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1263913182500**
Approval Date: **February 29, 2024**
Scheduled Expiration Date: **February 29, 2028**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

HOLCHEMONT, LTD.

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 **February 29, 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**.

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

2. TEAM QUALIFICATIONS/ EXPERIENCE

LAURENCE B. OETH, PE

4903. RUSTIC TRL ▪ MIDLAND. TEXAS 79707 ▪ 503.522.8941 ▪ loeth@vxtexas.com

VXTX, Inc.

EDUCATION

MS, Structural Engineering, UC Berkeley, 1978
MBA & BS Civil Engineering, Washington University, 1977

EXPERTISE

Industrial - Manufacturing, Hi-Tech, Bulk Material, Coal, Mid/Downstream Analogs

Municipal Water/Wastewater – Treatment Facilities, Pump Stations, and Pipelines

CII Buildings - Office, Medical, K-12 Schools

Seismic/Dynamics - Design, Assessment, and Retrofit

EMPLOYMENT HISTORY

2013 – Present	VXTX, Inc.	Midland, TX
2009 – 2013	Texas A&M Univ.	College Station, TX
1998 – 2009	Brown and Caldwell	Portland, OR
1995 - 1998	Group Mackenzie	Portland, OR
1985 - 1995	Viacalx, Inc.	Sarasota, FL
1983 - 1985	Scholtz-EFS	San Leandro, CA
1978 - 1983	CH2M Hill	Corvallis/Portland, OR

REGISTRATION

SE 102700, Texas
SE 2672, California
PE 32015 California
SE 36773, Washington
SE 7187229-2203, Utah
PE 26951, New Mexico
PE 29801, Georgia
PE 35793, Florida
PE 34064, North Carolina
SE 11303, Oregon
SE 36862, Arizona

REFERENCE PROJECTS

NANCY CREEK PUMP STATION, ATLANTA, GEORGIA

- Design build project delivery.
- 110 mgd wastewater pump station.
- 150 foot deep, 66 foot inside diameter.
- Constructed through soil, loose and weathered rock.
- NATM (thin shotcrete) shoring system.

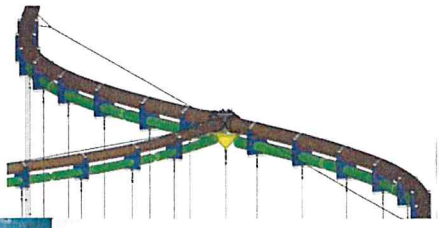


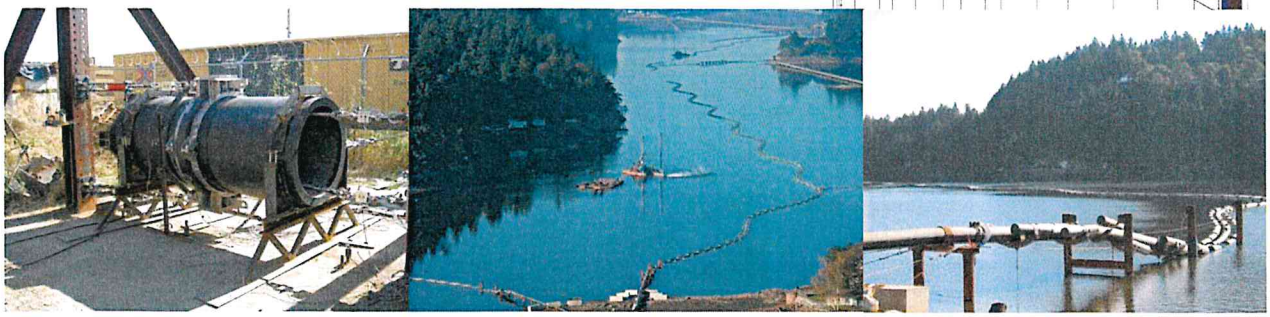


- Finite element modeling for design of soil/rock interaction to resist 10,000 psf hydrostatic forces.
- Free standing bridge crane for pump access.
- Design Build Institute of America "Best Project" award in $15M and greater category.

42" BUOYANT, TETHERED, WW INTERCEPTOR, LAKE OSWEGO, OREGON

12,000 foot HDPE sewer replacing an existing, pile supported pipeline. Partially pile-supported with 8,000 ft of buoyant, HDPE including submerged, stainless steel manholes. Elastic response to seismic events.





Welded Tube Mill Facility, WTC of America, Portland, Oregon

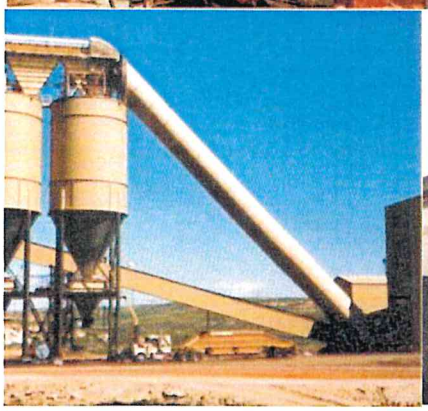
- Project manager, structural engineer of record.
- 250,000 SF steel slitting, fabricating and warehouse facility.
- Manufactures hollow, structural steel members with optional custom coating.
- Metric equipment from Japan, Spain, and Ohio.
- Driven grout pile foundations.
- 50 ton, 120 feet span, high speed bridge cranes.
- Custom, vierendeel trusses in mill building.
- Extensive truck and rail traffic, and demanding Port of Portland development guidelines.



SCHOLTZ-EFS STEEP ANGLE CONVEYORS, VARIOUS INSTALLATIONS



- Chief engineer and project construction manager.
- German EPC providing proprietary, steep angle conveyor technology.
- Left - 2,000 stph, 100 m vertical lift belt installation at Turris Coal Co., Elkhart, IL.
- Below, left - screening and 3 x 1,000 ton coal loadout silos, Gilette, WY.
- Below, center - retrofit bulk solid ship from bucket elevator to EFS belt, Algoma Central Marine, Great Lakes, Canada.







ELK RIVER ODOR CONTROL, CITY OF EUREKA, CALIFORNIA



- Structural engineer of record.
- Trickling filter odor mitigation and associated improvements.
- All aluminum construction, stainless steel hardware, and custom coatings for corrosion resistance.
- Above, right - duct supports on concrete foundations.
- Left - One of two 98 foot diameter geodesic domes.
- Richter Magnitude 7 seismic design criteria.



- COLUMBIA BLVD EFFLUENT [LEFT] - 96 inch welded steel effluent pipe manifold as part of a pumped effluent upgrade at the Portland, OR wastewater treatment plant.
- S-10 CROSSING [LEFT, BELOW] – Portland, OR water system reliability improvements along a 3 conduit, 25 mile system. Existing 52" diameter, "Bar-Lok" iron Conduit #2 crossing was replaced with steel pipe. Seismic performance criteria is elastic response, validated using RamAdvanSE finite element software.
- ANAEROBIC DIGESTERS [BELOW] - 80 foot diameter, reinforced concrete covers replaced floating steel in high seismic setting near Seattle. Tanks were post-tensioned, and the new covers were designed to seal without dowels into the post-tension zone.



- FIRE STATION 6 [BELOW] - Complete interior demo and rebuild of 1959 fire station using light gage structural steel and directional drilling for new plumbing. Essential Facility seismic performance level.



- TANK STRENGTHENING [RIGHT BELOW] - Concrete tanks were strengthened to eliminate existing cracks and improve seismic performance. Vertical, FRP laminates were applied to supplement insufficient steel reinforcing, which saved considerable money versus a complete rebuild.
- Complete facility seismic assessments for water treatment facilities at the City of Everett, WA and Salt Lake City, UT. Both are located in high seismic zones and require essential facility performance.



LAURENCE B. OETH, PE

VXTX, Inc.

- ASTORIA MEDICAL OFFICE BUILDINGS, OR [RIGHT] – High seismic zone structural buildings' design. Extremely low vibration criteria (decibel level) to suit Seimens MRI unit on 2nd floor.
- FDIC CHILLER, SAN FRANCISCO [BELOW, LEFT] - High RPM compressor mounted atop the FDIC Building, including associated utility support.
- KLINELINE PS GENSET, WA [BELOW, RIGHT] - Engine generator on vibration isolation to serve a new, wastewater pump station.
- LAKE TOWNSEND INTAKE PUMPS, NC [BELOW, CENTER] - 4x100 HP and 1x500 HP, vertical turbine, raw water intake pumps. API 610 standard.











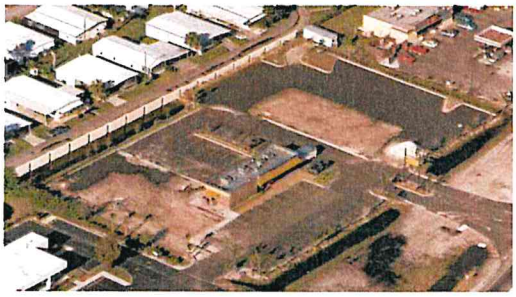
- BLAINE WWTP, WA [LEFT] – New 4 mgd WWTP "floats" on deep clay with steel sheetpiling for construction utilized in place as permanent below grade walls. A reinforced concrete base and cover slab complete the support system for tankage below grade and buildings above. This system saved over $1.5M out of $31.5M.
- LAKE TOWNSEND INTAKE PIPELINE, NC [BELOW, LEFT] – Three level intake pipes supported on driven steel piling, with a temporary cofferdam system during construction.
- EVERETT MAINTENANCE BUILDING, WA [BELOW, RIGHT] – Driven concrete piling for this two story building.





- VERANDA SPRINGS MOBILE HOME PARK, ELLENTON, FL [Right] - Veranda Springs is a 70 acre, 350 space retirement community developed by Viacalx, Inc. This project included site acquisition, permitting, construction and sales/operation. An innovative littoral shelf stormwater system was constructed which exceeded the requirements of the Southwest Florida Water Management District and resulted in additional high-rent lots at no additional cost.
- CLARK STATION, SARASOTA, FL [Below] - Clark Station was developed by Viacalx, Inc. as a quick-serve plaza next to I-75 in Sarasota. The project included constructing a jack and bore force main under State Road 72. The site operates today with Waffle House, Wendy's and Tap 72 Pub.





- Portland Clinic, Portland, OR. Winner of OCAPA's 1998 Excellence in Concrete award. Three story tilt-up with integral, thin brick veneer saving $200K [LEFT].
- City of Everett, WA Maintenance Building. $2M budget and bridge crane able to "jump" a 6" runway gap at the rollup door [RIGHT].







- Tokai Carbon, Hillsboro, OR Hi-tech carbon coating facility near Intel fab.



- Videx Corp., Corvallis, OR Two story precast/prestressed hi-tech manufacturing and assembly plant, 20,000SF.



Police Station, Raymondville, TX [left]

- New, main police station adjacent to fire station (also remodeled).
- Structural CMU and steel studs with engineered roof + plywood framing.
- Fully adhered, single ply membrane with batt insulation below roof deck.

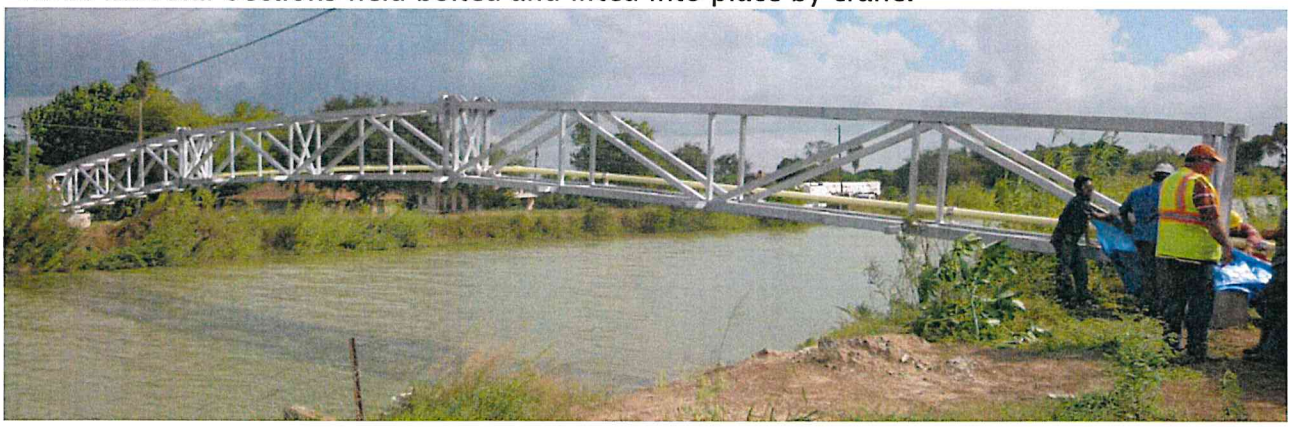
Community Safe Room, Willacy County, TX [right]

- FEMA361 hurricane/tornado shelter.
- 7,000SF x 22ft clear height interior.
- Precast double-T and site cast concrete tilt-up wall panels.
- 200mph wind for tornado (185mph hurricane), roof uplift pressure of 109 - 153 psf.
- Impact resistant doors, windows, and exterior utilities.



17th Street Crossing, Mercedes, TX

- Potable water and sanitary force main support, 140 foot span.
- Aluminum fabrication for light weight and to eliminate maintenance/repainting.
- Three modular sections field bolted and lifted into place by crane.



Clariant Oil Services, Midland, TX

- New Maintenance Building, 18,128SF with offices, tool/parts storage, and truck bays.
- Remodelled Blend Building and yard tank storage with pipe bridges.
- 5,000gpd reverse osmosis system, upgraded septic systems.
- Yard/truck parking with electric heaters for over 100 field trucks.
- Significant site grading, paving, and drainage.





HOLCHEMONT, LTD.

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Senior Project Manager

MICHAEL CHE MONTALVO, 956-212-4915

Mr. Michael Che Montalvo has over 28 years of experience in the construction industry. As Manager of Holchemont, Ltd., Mr. Montalvo leads the project team in maintaining quality and cost control on every project from preconstruction to commissioning. Mr. Montalvo is the primary contact for the Owner and Design Team, attending construction meetings and walkthroughs with the Project Superintendent. Responsibilities include development of detailed cost proposals, negotiations and issuance of subcontract agreements; development of construction schedules; coordination of preconstruction activities and overseeing administration of construction phase and providing executive directives and company commitments for each project.

Mr. Montalvo has overseen the following projects in the roles of Project Manager and/or Superintendent, from beginning to end of the project, throughout his career:

• Mission CISD Tom Landry Stadium Renovations	$7.4M
• James "Nikki" Rowe High School Special Sys. Upgrades	$2.4M
• Bar B Cuties Smokehouse, Pharr	$1.3M
• Driscoll Children's Hospital Health Plan Offices	$850K
• South Texas College Covered Area for Ceramic Arts Kiln	$340K
• JE Dunn HCA Freestanding ER Department	$780K
• Driscoll Children's Hospital Cardiology Clinic Renovation	$214K
• McAllen High School Locker Room Renovations	$611K
• Memorial High School Locker Room Renovations	$546K
• McAllen High School Fire Alarm Improvements	$2.2M
• Valley Baptist Medical Center Cath Lab Harlingen	$345K
• Boot Jack Plaza, Boot Jack TI McAllen, TX -	$1.4 M
• Rio Grande Regional Hospital RICU & PACU, McAllen, TX	$550 K
• IDEA HQ Administrative Offices, Weslaco, TX	$399K
• Inter National Bank, McAllen, TX -	$1.1 M
• Tex Best Travel Center, Dilley, TX -	$1.3 M
• Inter National Bank, Weslaco, TX -	$1.3 M
• City of Escobares Fire Station, Escobares, TX -	$475 K
• HCA Cath Lab Expansion VRMC, Brownsville, TX -	$996 K
• Nuestra Clinica Del Valle, San Juan, TX -	$1.4M
• Air Traffic Control Tower, Corpus Christi, TX -	$18.7 M
• UTPA Classroom and Computer Center Building, Edinburg, TX	$14.5 M
• Austin Convention Center Expansion & Remodel	$72.2 M
• Edinburg North HS Auditorium and Renovation	$7.24 M
• Lantana Trade Center, Harlingen, TX -	$1.4 M

WORK HISTOR

HOLCHEMONT, LTD.	MANAGER	**Present**
SpawGlass Contractors Inc	Superintendent	
OSHA 30-Hour Certification		

HOLCHEMONT, LTD.
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References for Michael Montalvo

McAllen ISD
Mellissa Rodriguez
956-632-3200
Melissa.rodriguez@mcallenisd.net
Projects Completed for McAllen ISD

- McAllen High School Fire Alarm Upgrade
- McAllen & Memorial HS Locker Room Renovations
- Nikki Rowe HVAC Upgrades
- Nikki Rowe Special Systems Upgrades

HCA/Gulf Coast Division Hospitals in McAllen and Brownsville
Robert Mason
713-852-1700

- VRMC Day Surgery Renovations
- HCA Freestanding Emergency Dept.
- RGRH - ER
- RGRH– PICU
- RGRH-NICU
- RGRH-CT

Milnet Architectural Services
Rudy Molina
956-688-5656
rudym@milnet-archservices.com
Project completed

- La Joya New City Hall & New Public Safety Building
- Sharyland Water Supply Corp New Building

CLK Architects & Associates
Andrea Riojas
361-884-3295
Driscoll -Dialysis Center
Driscoll—Cardiology Clinic
Driscoll –Health Plan Offices
Driscoll –Training Center

HECTOR A. GUEVARA RA, AIA

PROJECT ARCHITECT

CONTACT

P: 210-310-9052
E: hecshell@gmail.com

PROFESSIONAL SKILLS

- Project Management
- Revit - BIM
- In Design - Layout design
- Photoshop - Photo editing
- AutoCad - Drafting
- Enscape
- Sketchup

PERSONAL SKILLS

- Proficient in both English and Spanish.
- Strong creative problem-solving abilities.
- Dependable and consistently professional.
- Highly organized and detailed-oriented.
- Excellent time management skills.
- Collaborative team member.
- Quick to acquire new skills and knowledge.
- Highly self motivated and results-driven.

EDUCATION

Bachelor of Science In Architecture
University of Texas at San Antonio

ABOUT

I am a motivated and experienced Architect with over 21 years of experience. I have experience on projects ranging form residential, civic, educational and commercial. I am actively involved in all areas of a project, from Schematic Design thru Construction Administration.

WORK EXPERIENCE

- Managed and administered projects from conceptual models and sketches to construction administration.
- Reviewed projects to ensure that applicable codes, standards, and procedures are followed.
- Capable of managing teams of two or more people.
- Consistently delivered projects on time and under budget.
- Developed and implemented design standards and Revit templates office-wide.

EMPLOYMENT HISTORY

Project Architect / Designer
Sam Garcia Architect | 2024 - 2025

Project Architect / Designer
Gignac Architects |2017 - 2024

Project Manager / Designer
Rike Ogden Figueroa Alex | 2015 - 2017

Project Manager / Designer
ERO Architects | 2012 - 2015

Architectural Intern
Garza Bomberger | 2010 - 2012

Architectural Intern
Pfluger Architects | 2006 - 2010

Architectural Intern
MDN Architects | 2004 - 2006

NOTABLE PROJECTS

McAllen Performing Arts Center
ERO Architects - 2014 - Project Manager - Budget: 45M

Region One - Education Service Center
Gignac Architects - 2020 - Project Manager - Budget 16M

Rio Grande City Grulla ISD - Natatorium Wrestling Center
Gignac Architects - 2024 - Project Manager - Budget 12M

McAllen Youth Baseball Complex
ROFA - 2015 - Project Manager - Budget 11M

Hector Guevara - Experience

- McNair Middle School - Designer Pfluger Architects
- Arlon Seay - Project Manager/Designer Pfluger Architects
- Reagan H.S. Courtyard Improv. Pfluger Architects

  Project Manager/Designer
- Gonzales Elementary & H.S. Pfluger Architects

  Project Manager/Designer
- Arlon Seay Field House and Stadium Improv. ERO Architects

  Project Manager/Designer
- McAllen Performing Arts Center ERO Architects

  Project Manager/Designer
- Furr High School ERO Architects

  Project Manager/Designer
- Tropical Texas Behavioral Health ROFA Architects

  Project Manager/Designer
- McAllenYouth Baseball Complex ERO Architects

  Project Manager/Designer
- Region One Service Center - Edinburg Gignac Architects

  Project Manager/Designer
- Region One Service Center - Laredo Gignac Architects

  Project Manager/Designer
- Harmony Middle School - El Paso Gignac Architects

  Project Manager/Designer
- Harlingen Transfer Station Gignac Architects

  Project Manager/Designer
- Rio Grande City / Grulla Aquatic and Gignac Architects
- WrestlingCompex
- Edinburg Service Center Gignac Architects

  Project Architect/Designer
- Serenity Subdivision Sam Garcia Architect

  Project Architect/Designer
- Prescribed Pediatric Extended Care Center Sam Garcia Architect

  Project Architect/Designer
- Bridgepoint Headquarters Sam Garcia Architects

  Project Architect/Designer

MENDOZA
ENGINEERING, P.L.L.C.

Structural Engineers

Qualifications Summary:

- George Mendoza, P.E. has over 35 years of experience in the engineering field with an emphasis in structural engineering.
- Mendoza Engineering, P.L.L.C. has over sixteen years of professional and project management experience in windstorm engineering/design, inspection and certification of residential and commercial structures. Mendoza Engineering, PLLC was established in 2008.

Credentials:

- BS in Civil Engineering – Texas A&I University / Kingsville, Texas (May 1988)
- Licensed Professional Engineer (License #100276) – State of Texas

Registrations:

- Texas Board of Professional Engineers – PE License #100276
- Texas Board of Professional Engineers – Firm registration #10588
- Texas Department of Insurance – Windstorm Appointed Engineer/Inspector
- Texas Historically Underutilized Business (HUB) Certificate #1262636720000

Services Offered:

- Public Safety Projects:
    - Renovations to the Corpus Christi Police Department (while employed at Ben H. Wagner Engineering)
    - Renovations to Pharr Fire Station No. 3 / Pharr, Texas
    - Weslaco Department of Public Safety Boat Canopy

- School District Projects:
    - New Canopies – Elma Barrera Elementary / Santa Rosa ISD
    - Ag Barn Foundation – Santa Rosa High School / Santa Rosa ISD
    - Concession/Restroom Building / Monte Alto ISD
    - Billboard Structure / Valley View ISD
    - Cooling Tower Structure – Memorial Middle School / Edinburg ISD
    - Additions & Renovations to Hargill Elementary School / Edinburg ISD

- Higher Education Projects:

    - Portable Building Foundation & Windstorm Design
      Portable buildings at the STC Pecan Campus / South Texas College
    - CESS Storage Building Mezzanine / UTRGV Edinburg Campus
    - Portable Building Foundation & Windstorm Design
      Research Facility Boca Chica Beach / UTRGV
    - Stargate Research Facility-Boca Chica Beach / UTRGV
    - Portable Building Foundation & Windstorm Design
      Coastal Research Laboratories-Port Isabel / UTRGV
    - Storage Building – UTRGV Coastal Studies Lab / UTRGV

- Structural/Windstorm Design of Residential Structures:

    - Single family residences in South Padre Island, Port Isabel, Laguna Vista, Bayview, Los Fresnos, Brownsville, San Benito, Harlingen, La Feria, Santa Rosa and rural Cameron County
    - Single family residences in Lyford, Raymondville and rural Willacy County
    - Single family residences in Mercedes, Weslaco, Alamo, San Juan, Pharr, Las Milpas, Hidalgo, Edinburg, McAllen, Mission,and rural Hidalgo County

- Structural Design of Commercial Structures:

    - Medical
        - Emergency Room Addition to Rio Grande Regional Hospital / McAllen
        - Little Haven Prescribed Pediatric Extended Care Center / Brownsville

    - Warehouse structures
    - Retail Structures of varying designs such as:
        - Wood structures
        - Load Bearing CMU
        - Steel Structures
        - Concrete tilt-wall

    - Multi-story Condominium Buildings on South Padre Island
        - Opal Condominiums- 4 story structure with parking garage
        - 6 Story Addition to Peninsula Condominiums
        - Corales Bay Condominiums 6-story structure
        - LNE Development 3-story structure with parking garage

    - Single and Multi-story Apartment Buildings

- Recreational Commercial Structures

    - Clayton's Pier/ South Padre Island
    - Sea Turtle Inc. Walkover Pier / South Padre Island
    - Boat Dock @ The Shores / South Padre Island

- Financial Institutions

    - Texas National Bank/San Juan
    - Texas National Bank/ Weslaco
    - Texas Regional Bank Renovations & Additions/ McAllen
    - Texas National Bank HQ/McAllen
    - Greater State Bank/ Edinburg

- Structural Design of Municipal Structures:

    - Generator Structure (concrete) for Brownsville PUB
    - Generator/Pump structure (steel) for Hidalgo County Water Improvement District #3
    - Retaining Wall Structures for Hidalgo County Water Improvement District #3
    - Generator structure (concrete) for Hidalgo County Water Improvement District #6

- Municipal Park Structures

    - Kappler Park/McAllen
    - Sacred Park Cemetery/ Mercedes
    - Mid-valley International Industrial Park/ Weslaco
    - Brownsville Industrial Park/ Brownsville
    - Jones Box Signage/ Pharr
    - Basillo Villarreal Park-Signage/ Rio Grande City
    - Mission State Park/ Mission
    - South Park/ Pharr
    - Edcouch Park Renovation/ Edcouch
    - Flores Park/ Hidalgo
    - Southside Park/ San Benito
    - Pharr Civic Center/ Pharr
    - Salinas Park/ Pharr
    - Primera Park Handball Court/ Primera
    - Weslaco Industrial Park/ Weslaco
    - Downtown South Park/ Pharr
    - Tres Lagos Parks/ Edinburg

- Structural Design of Foundations:

    - Concrete slab-on-grade (residential and commercial)
    - Concrete slab-on-grade with piers (residential and condominiums)
    - Pier and Beam foundations (residential)

GMES KEY STAFF



The PROJECT DIRECTOR for all work assigned will be
JOSE L. MUÑOZ, P.E., S.I.T., PRESIDENT

Our firm is comprised of a multi-disciplined team of professionals and well-trained technicians. The **Principal-In-Charge and President of the Corporation is Mr. José L. Muñoz, P.E., S.I.T.** Mr. Muñoz has over 40 years of experience in the design and project management of **Civil Engineering** projects. Mr. Munoz is also a **Land Surveyor in Training** and **takes a direct hands-on approach to all the work GMES is committed to completing.**

Mr. Munoz has extensive experience in Project Management of public infrastructure projects and municipal planning. He has successfully managed engineering projects funded by the GLO's CDBG-MIT program and other state and federal agencies including street and drainage, water and wastewater treatment plant planning and design for projects. Mr. Munoz has designed or is in the process of developing planning documents, such as Environmental Information Documents, Preliminary Engineering Reports, Funding Agency Applications, and Plans, Specifications, and Cost Estimates (PS&E) for numerous projects.



CARLOS AGUILAR, P.E., R.P.L.S., PROJECT SURVEYOR

Mr. Aguilar has provided professional surveying services since 1992. His experience includes numerous street and drainage projects and numerous subdivision design and construction projects for Cameron County and Hidalgo County as well as various cities throughout the Rio Grande Valley. He has provided a broad range of surveying practices, including right-of-way strip maps, title research, establishing boundary locations, topography, construction staking, and land development projects throughout his career.

Name (Degrees)	Area(s) of Expertise	Years Exp.	TBPE Approved Eng. Field	Exp. with Government Agencies	Professional License
José L. Muñoz, P.E., S.I.T.	Municipal-Water, Wastewater, Storm Drainage, Streets, Planning, Project Management	40	CIVIL	USIBWC, USACE, DHS/CBP, TWDB, EDAP, NAD-BANK, BECC, TDHCA, TCDBG, USDA-RD, TxDOT, IBWC, TDRA, TCEQ	P.E. – TX 70782 (Active)
Carlos Aguilar, P.E., R.P.L.S.	Right-of-way Mapping, horizontal & vertical control, construction staking and utility & topographic surveys	Civil 42 Survey 31	CIVIL & SURVEY	USIBWC, USACE, DHS/CBP, TWDB, EDAP, NAD-BANK, BECC, TDHCA, TCDBG, USDA-RD, TxDOT, IBWC, TDRA, TCEQ	P.E. - 47469 R.P.L.S. – TX 4997 (Active)



DAN HAMILTON, SENIOR PROJECT MANAGER CONSTRUCTION DIVISION
EDUCATION: B.S. Industrial Construction Technologies Since 1986
EXPERIENCE: Mr. Hamilton has 45 years of construction and engineering related experience in Government/Public/ & Private Sectors covering a broad range of Commercial & Industrial Heavy Duty vertical & horizontal construction projects. Well versed in a variety of performance and delivery methods such as Bid Build, Design Build, and Construction Management Contracting. Strong Design Process Development and Construction Administration skills as well as Hands on Supervision and Management. Practices and implements 3 phase Quality Control regimens used on Federal projects for managing project progress and contract conformance to all specifications. Enforces a strong Safety Culture. Knowledgeable in.GEO tech and materials testing requirements, Stockpile management, Concrete mix designs, Staging and as needed delivery regimen.



SARA ALICIA ORTA, PROJECT MANAGER
EDUCATION: Master of Science in Accounting 2010
EXPERIENCE: Mrs. Orta is a graduate accountant with 13 years of experience in the construction field. The unique blend of expertise allows Sara to oversee construction projects while ensuring financial accountability and profitability effectively. She is involved in the planning, coordinating, and executing construction projects, from residential buildings to large-scale infrastructure. She oversees the timelines, budgets, contractors, and resources, ensuring that projects are completed efficiently and safely. Her combination of knowledge also places a role as a cost estimator, and project accountant, all of which are key to delivering successful construction outcomes.



TODD DICKISON, GIS ANALYST
EDUCATION: B.A. English, Data Analytics Certification
EXPERIENCE: Mr. Dickison has over 30 years of experience in IT, primarily as a database admin-



JOSE LUCIO, EIT
EDUCATION: B.S. Civil Engineering 2020 A.E.S. Engineering and Science 2015
EXPERIENCE: Mr. Lucio is a Graduate Civil Engineer who has experience in construction, with exceptional attention to construction, inspection, surveying, and quality control. Mr. Lucio is a motivated individual who consistently is exploring new areas to expand his knowledge and abilities. Mr. Lucio's eagerness to contribute to team success through hard work, attention to detail, and excellent organizational skills, add to the efficiency of each project he undertakes.



ALBERT J. ALDANA II, GRADUATE ENGINEER
EDUCATION: B.S. Civil Engineering 2022
EXPERIENCE: Mr. Albert Aldana is a Graduate Engineer offering 10 years of experience in the Civil Engineering Field. Mr. Aldana is adept in traffic engineering projects consisting of traffic signal design, signal timing, and signal warrant studies. Highly proficient in both MicroStation and AutoCAD,



ANGEL PANIAGUA, GRADUATE ENGINEER
EDUCATION: B.S. Civil Engineering 2023
EXPERIENCE: Mr. Angel Paniagua is a Graduate civil engineer-in-training with 2 years of experience in the field. Adept in supervising construction process as well as preparing cost estimates. Highly motivated to learn more about the field, particularly in the firm's specialties such as wastewater management and drainage design.



DIONICIO GARZA III, GRADUATE ENGINEER
EDUCATION: B.S. Civil Engineering 2023
EXPERIENCE: Mr. Dionicio Garza is a Graduate civil engineer-in-training with 2 years of experience in the field. Adept in supervising construction process as well as preparing cost estimates. Highly motivated to learn more about the field, particularly in the firm's specialties such as wastewater management and drainage design.

LIST OF CLIENT REFERENCES

GMES is extremely proud of our reputation established with clients.
Please feel free Contacting the following references regarding our performance and services:

Name	Title/Location	Phone No.
Mardoqueo Hinojosa	***City Engineer*** – *City of Edinburg* *415 W. University* *Edinburg, Texas 78539*	*(956)388-8211*
Andres Chavez	***Director of Operations*** – *City of Raymondville 142 S. Seventh Street* *Raymondville Texas 78580*	*(956) 689-2443*
Mark Milum	***City Manager -*** *City of Los Fresnos* *520 E. Ocean Blvd.* *Los Fresnos, TX 78566*	*(956) 233-5768* *ext. 1100*
Aurelio Guerra	***County Judge*** – *City of Raymondville* *576 West Main Street* *Raymondville Texas 78580*	*(956) 689-3393*

HOLCHEMONT, LTD.

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Senior Superintendent

RUMALDO GUERRA, JR.

Rumaldo Guerra, Jr. has over 28 years of experience in the construction industry. As Project Superintendent, Mr. Guerra possesses Strong Project Management capabilities. Rumaldo can communicate very well, Verbally and in writing, as well as being bilingual in English and Spanish; and abilities to coordinate every phase of the project process well.

Responsibilities include organization and mobilization of field operations, assisting in the development of the project schedule and managing all on-site activity. Mr. Guerra provides leadership in the areas of quality control, safety and accident prevention programs. Setting an example of professional and proactive leadership is a top priority. Detailed documentation of all construction activities on and off the field are submitted to our home office daily; short term schedules are submitted on a weekly basis. Mr. Guerra assists the project team in review of submittals, shop drawings and as-built documents to ensure documents are complete, accurate and in conformance with the project specifications.

Mr. Guerra has overseen the following projects, from beginning to end, as the role of Project Superintendent throughout his career:

• Valley Baptist Medical Center IR Room	$310K
• PSJA ISD Cano Freezer/Cooler Addition	$1.4M
• Driscoll Children's Hospital Health Plan Offices	$850K
• Hidalgo Co. Equipment & Maintenance Facility	$1.6M
• Driscoll Children's Hospital Cardiology Clinic Renovation	$214K
• McAllen High School Fire Alarm Upgrade	$2.2M
• South Texas College Parking Lot Improvements	$409K
• STET Horizon Middle School Classrooms	$894K
• Hidalgo Co. Precinct 1 New Constable Offices	$772K
• Driscoll Children's Hospital Valley Dialysis Center	$826K
• Nuestra Clinica Del Valle, San Juan, TX	$1.4M
• Inter National Bank, Weslaco, TX	$1.4M
• Boot Jack Plaza, Boot Jack TI, McAllen, TX	$1.4M
• Nolana Strip Center, McAllen, TX	$285K
• Pollo Palenque Restaurant Remodel, McAllen, TX	$345K
• Villarreal Restaurant, McAllen, TX	$650K
• IDEA HQ Administrative Offices, Weslaco, TX	$399K
• Tex-Best Travel Center, Dilley, TX	$1.3M
• Foley's Remodel, McAllen, TX	$5M

WORK HISTORY:

HOLCHEMONT, LTD.	**Superintendent**	**2004 - Present**
SpawGlass	Superintendent	2000-2004
Williamson Construction	Superintendent	1996-2000

TRAINING: OSHA 10-Hour Certification

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

References for Rumaldo Guerra

Milnet Architectural Services
Rudy Molina,
Architect
956-688-5656
rudym@milnet-archservices.com
Projects completed

- Sharyland Water Supply Corp New Building

South TX College
Sam Saldana,
Facilities, Planning & Construction Project Manager
956-872-3735
ssaldana@southtexascollege.edu
Projects Completed

- STC NAH McAllen Campus Student Services Renovations
- STC STARR County Student Services Renovations

HCA Healthcare
Sergio Loya,
Owners Rep.
956-350-7000
Sergio.loya@hcahealthcare.com
Projects Completed

- Various Department Renovations

CLK Architects & Associates
Andrea Riojas
361-884-3295
Driscoll -Dialysis Center
Driscoll—Cardiology Clinic
Driscoll –Health Plan Offices
Driscoll –Training Center

PROJECT TEAM ORGANIZATIONAL CHART

MANAGING MEMBER and SENIOR PROJECT MANAGER
Michael Che Montalvo

Overall strategic planning of all company operations

CONTROLLER
Lori Hernandez

- Establish and maintain effective internal accounting controls and ensure timely distribution and accurate reporting
- Manage all accounts receivable and accounts payable operations
- Administer and Monitor billing documents, Progress Releases, and archive all Vendor Lien Waivers

PROJECT MANAGER
Michael Montalvo

- Develop and Implement Project Schedule as per plans, specifications and Owner Contract. Coordinate Owner Design Team Meetings. Administer Project correspondence Distribution Lists
- Document control (ASIs, RFIs, Submittals, Change Orders, etc.) with Architects and Engineers
- Supervise Construction Meetings for Project Schedule, Jobsite Safety Subcontractor meetings , monitor project progress through to Substantial Completion

SUPERINTENDENT
Rumaldo Guerra

- Monitor and document all onsite activity including subcontractor personnel onsite, deliveries, visitors and incidents
- Assist in managing and coordinating trades throughout the construction phase
- Safety: conduct weekly safety meetings to prevent incidents and promote safe work environment

PROJECT COORDINATOR
Linda Claros

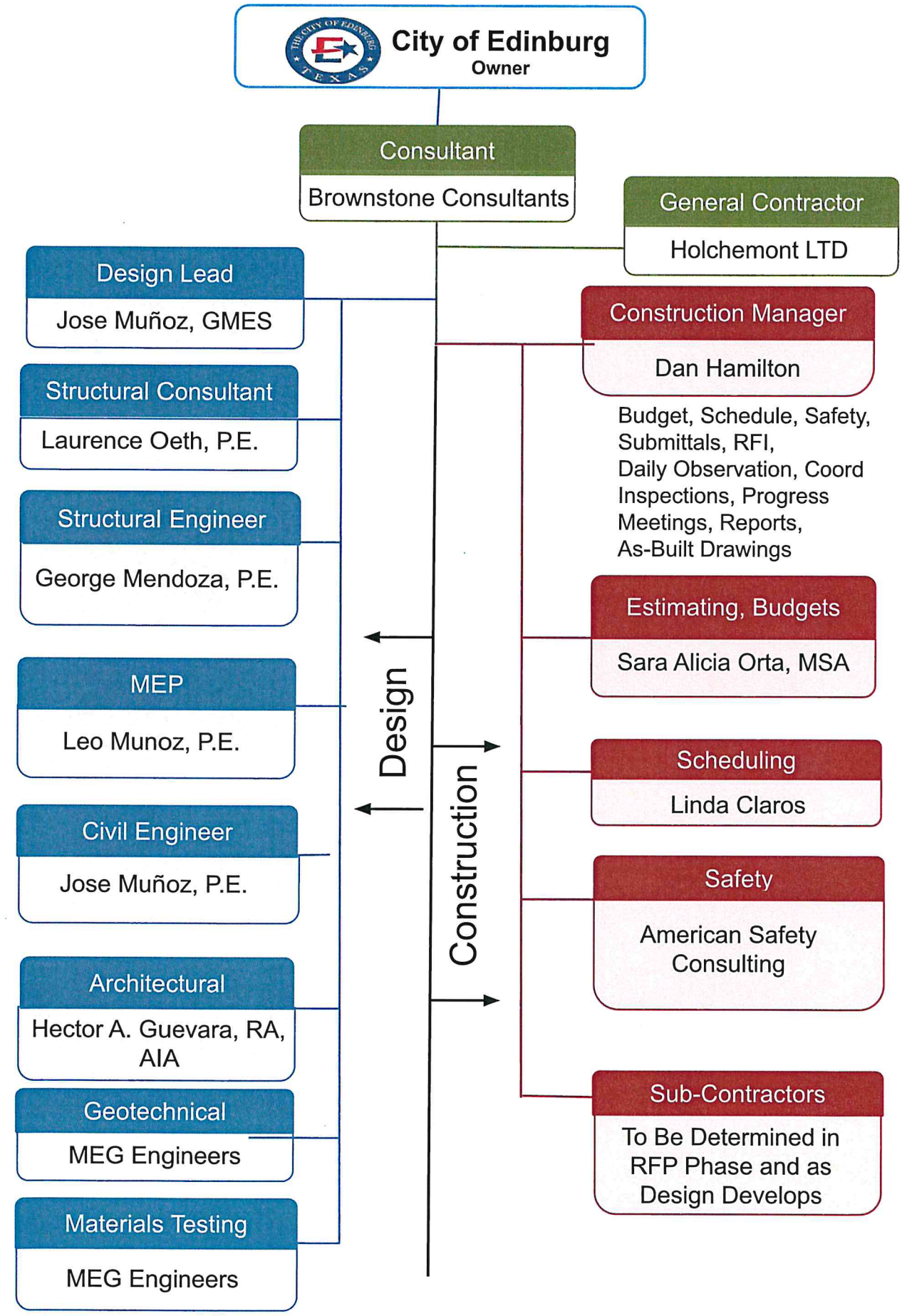
- Assist with document control (RFIs, Submittals, Contracts, etc.)
- Assist in communicating project details and correspondence from design team to project team to subcontractors as needed
- Assist project manager and oversee project progress from preconstruction through commissioning

SUPERINTENDENT
Remijio Segovia

- Monitor and document all onsite activity including subcontractor personnel onsite, deliveries, visitors and incidents
- Assist in managing and coordinating trades throughout the construction phase
- Safety: conduct weekly safety meetings to prevent incidents and promote safe work environment

SUPERINTENDENT
Mario Martinez

- Monitor and document all onsite activity including subcontractor personnel onsite, deliveries, visitors and incidents
- Assist in managing and coordinating trades throughout the construction phase
- Safety: conduct weekly safety meetings to prevent incidents and promote safe work environment


City of Edinburg
Owner
Consultant
Brownstone Consultants
General Contractor
Holchemont LTD
Design Lead
Jose Muñoz, GMES
Construction Manager
Dan Hamilton
Budget, Schedule, Safety, Submittals, RFI, Daily Observation, Coord Inspections, Progress Meetings, Reports, As-Built Drawings
Structural Consultant
Laurence Oeth, P.E.
Structural Engineer
George Mendoza, P.E.
Estimating, Budgets
Sara Alicia Orta, MSA
MEP
Leo Munoz, P.E.
Design
Construction
Scheduling
Linda Claros
Civil Engineer
Jose Muñoz, P.E.
Safety
American Safety Consulting
Architectural
Hector A. Guevara, RA, AIA
Sub-Contractors
To Be Determined in RFP Phase and as Design Develops
Geotechnical
MEG Engineers
Materials Testing
MEG Engineers

STATEMENT OF QUALIFICATIONS
COMPANY PROFILE & CREDENTIALS

Trinity MEP Engineering, LLC, is a HUB certified full-service engineering consulting firm located in Weslaco, Texas. We service the construction industry and provide the design for all HVAC on new construction and existing buildings in the government and private sectors.



Since its establishment in January 2008, our company has experienced strong and sustained growth. Trinity MEP Engineering began with a back room for an office, one employee, and a vision. We envisioned a strong company that would be composed of enthusiastic employees who love what they do, have access to the best technology and software, and produce first-rate work to customers. Today our company has relocated to a new full-scale office in Weslaco, Texas, and is composed of 16 valuable and eager employees.

Currently, Trinity employees are working relentlessly to fulfill each of our customer's specific needs. As engineers, we do not issue the same prescription for every project. We value the needs of our customers by focusing on providing an affordable, operable, and maintainable product. At Trinity MEP Engineering, every project design is catered to the customer's individualized requirements and expectations.

Our approach to work is one focused on quality, energy, and customer satisfaction. Through our track record, Trinity MEP Engineering has maintained an image of responsibility and success. Our designs consistently convey the passion we have for our work. At Trinity MEP Engineering, success means providing the best possible product, so our customers can be 100% confident that their needs and desires will be met.



Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

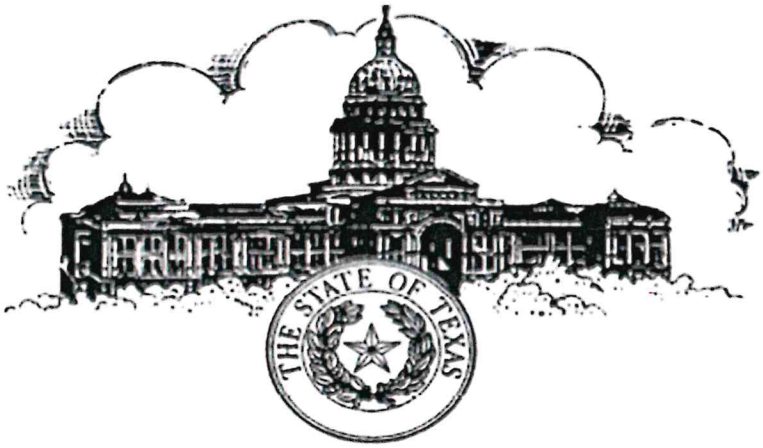
This acknowledges that

Trinity MEP Engineering, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-10362

Expiration Date
3/31/2024



BE IT KNOWN THAT

Leonardo Munoz

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW
ORIGINAL CERTIFICATE ISSUED ON: June 19, 2006.

TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

IN WITNESS WHEREOF,

We have hereunto set our hands and affixed the seal of the Board at the City of Austin, August 01, 2021.



Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

Catherine Norwood, P.E., Board Secretary

SERIAL NUMBER **97437**

Statement of Qualifications

COMPANY SERVICES

MEP (Mechanical, Electrical, and Plumbing) and Energy Management Engineering Services:
1. Develop complete turnkey construction documents, including all necessary MEP and Energy Management systems engineering design plans and specifications and construction documents for all district-wide construction and general maintenance projects that may be required at any school campus, athletic facilities, or administrative support service facilities.

2. Provide on-site project supervision, inspection, and full contract administration services by a Licensed Engineer (in the State of Texas), of all district-wide MEP engineering-related construction and general maintenance projects as required. Daily inspections and observations of project sites by a Licensed Engineer will be required.

3. Conduct MEP engineering designs, feasibility studies, commissioning, assessments, analysis, and evaluations of facilities' MEP systems and provide recommendations and construction documents as required.

4. Conduct building feasibility and/or commissioning studies of MEP and Energy Management facilities operating systems, energy engineering audits and investigation studies and reports, forensic engineering investigations and reports, systems evaluation and design, instrumentation and control analysis and reports, electrical power analysis and design, lighting design, electrical controls and design, and all electrical systems and components upgrades and retrofits as required.

5. Develop MEP and Energy facilities master planning, evaluation and design studies and reports for school campuses, athletic facilities, or administrative support service facilities as required for HVAC, electrical, plumbing and energy management systems.

6. Design electric controls as required for any construction or maintenance project.

CONSTRUCTION ADMINISTRATION

At Trinity Engineering, LLC, our professional engineers, and project managers oversee construction administration for all Trinity projects, providing on-site quality control throughout the project. Our construction administration services ensure that your project meets or exceeds all local standards and regulations.

We perform key construction-phase activities including responding to requests for information, managing change order and submittal reviews, and scheduling site visits and review meetings.

STATEMENT OF QUALIFICATIONS
KEY PROFESSIONALS

LEONARDO MUÑOZ, P.E, R.M.E / CEO AND PRESIDENT



Edinburg CISD Economedes North Softball and Baseball Field Lighting

Edinburg CISD San Carlos Elementary Gym Expansion and Renovations

Edinburg CISD Disrict Wide Seure Entrances

Mission CISD Early College Campus

Monte Alto ISD New High School

Trinity MEP Engineering
3533 Moreland Dr. Ste
A Weslaco, TX 78596
(956) 973-0500
leo@trinitymep.com

BIOGRAPHY

Leo was raised in Sullivan City, Texas. Born into a migrant family, he spent months traveling to northern states to harvest crops with his family. From a young age, he served as an integral part in his family's economic survival. Leo attributes his past for shaping him into the person he is today: driven, hardworking, and self-assured. It is with the aid of the lessons from his past that he earned a B.S. in Mechanical Engineering from the University of Texas at Austin and ultimately established Trinity MEP Engineering. Leo has accrued more than 21 years of professional practice in South Texas as a Mechanical Engineer.

Leonardo Munoz, PE, RME, is the CEO and owner of Trinity MEP Engineering, LLC. He distinguishes himself from most of the industry's engineers in the breadth of his expertise on all mechanical, electrical, plumbing, and fire protection trades. The dedicated CEO plays an extensive role in overseeing each area of the company – coordinating all aspects of projects, running day-to-day operations, and spending a sizable amount of time meeting with clients to provide the upmost satisfaction.

His role is meeting with clients to define the project school of work, assigning work to his project managers, reviewing work completed with staff and owner, and setting a schedule for project milestone and final delivery. He has been with the company for thirteen years.

REGISTRATION

Registered Professional Engineer – State of Texas, PE No. 97437

Registered Fire Sprinkler Contractor - RME License RME-G - 1742178

EDUCATION

University of Texas at Austin, 2001
Bachelor of Science in Mechanical Engineering

MEMBERSHIPS

Texas Society of Professional Engineers National Society of Professional Engineers American Society of Heating, Refrigerating, and Air- Conditioning Engineers
American Society of Mechanical Engineers
National Fire Protection Association

FIDENCIO ALVARADO / LEAD PROJECT MANAGER
SR. ELECTRICAL DESIGNER

PROJECT EXPERIENCE

K- 12 Education

Weslaco ISD HVAC Retrofits – Weslaco, TX

B Garza Middle School – Weslaco, TX

Weslaco ISD High School Baseball Field – Weslaco, TX

LBJ Middle School – PSJA ISD

Monte Alto High School – Monte Alto ISD

Zefrino Farias Elementary – PSJA ISD

Mission Early College Campus – Mission, TX



BIOGRAPHY

Fidencio Alvarado is the Lead Project Manager and Senior Electrical Designer of Trinity MEP Engineering, LLC. Fidencio has over 17 years of experience in engineering for lighting, power, special systems, construction administration, project management and two years of electrical construction of design/build electrical systems for facilities. His areas of experience include institutional, commercial, residential, healthcare, municipal, and industrial design.

Fidencio Alvarado feels blessed to see the sustained growth of Trinity Engineering. It is his mission that his clients feel respected and receive nothing less than excellent service in a timely manner. It is with his enthusiasm and passion that he looks forward to every project big or small. He looks forward to working with you and building a strong relationship for years to come. Fidencio's responsibilities include coordination of projects with owners, architects, in-house design team, and contractors we well as running day-to-day operations of the company.

EDUCATION

The University of Texas – Pan – American
Electrical Engineering

South Texas Community College, 2005
Engineering

Texas State of Technical College, 2005
Design Technology

SKILLS

V.B.O.A.
IEEE

WILFORD L MCGEE III, P.E.
PRINCIPAL MECHANICAL ENGINEER



BIOGRAPHY

Wilford L. McGee III, PE, is the Principal Mechanical Engineer for Trinity MEP Engineering. His professional duties are to design mechanical systems, manage projects within our office from inception to completion, assign duties to all his subordinates, review all work as its being designed, and follow through with construction administration.

Throughout most of his professional workday, he manages to perform his duties while always striving to educate himself and office staff on new product lines and seeks continuing education on all aspects of engineering design system.

Wilford McGee has been with Trinity MEP Engineering since 2009 and has worked on a series of GSA projects. His most recent project was the renovation work to the existing Harlingen Border Patrol Station in Harlingen, Texas. The challenge posed by this project was to remodel the existing facility while maintaining the building functional throughout the project. Strategic planning was key for laying out the mechanical system required to meet the objective.

PROJECT EXPERIENCE

K-12 School Experience

Zapata High School Addition and Renovations

Laredo ISD Martin High School New Culinary Arts Facility

Laredo ISD ALL NEW CIGARROA HIGH SCHOOL

Wilford McGee is determined to educate owners on best types of mechanical designs and systems based on the owner's needs, occupant classifications, as well as resources available to the end user. These factors are considered to evaluate what type of HVAC system best meets the intended application.

REGISTRATION

Registered Professional Engineer – State of Texas, PE No. 121939

License Date, December 2015

EDUCATION

University at Texas Pan American, 2009

Bachelor of Science in Electrical Engineering

MEMBERSHIP

Texas Society of Professional Engineers

Trinity MEP Engineering
3533 Moreland Dr. Ste A
Weslaco, TX 78596
(956) 973-0500
will@trinitymep.com

STATEMENT OF QUALIFICATIONS
IN HOUSE - KEY PROFESSIONALS

Edgar Limon
Mechanical Designer

Edgar Limon is a University of Pan-American graduate. He has a bachelor's degree in Mechanical Engineering. Some of his duties include reviewing specifications and other data to develop mechanical layouts, travel to job sites or factories to measure physical dimensions for machinery and observe production lines.

Notable Project Experience
WISD –Monte Alto High School, KUMORI Restaurant, First Community Bank, Weslaco Clinic, PSJA Monte Alto High School, Del Rio Elementary, E-Bridge, Harlingen Border Patrol, Well Med Clinics, Tru Fit, LISD Pac/Administration Complex, Evergreen, Webb County Detox

Cesar Garcia
Mechanical Designer

Cesar Garcia is a University of Texas at Brownsville graduate. He has a bachelor's degree in Engineering Physics with a specialty in Mechanical Engineering. Some of his duties include Project Management, HVAC analysis reports, generating Com-checks, designing, and drafting HVAC systems and coordinates with vendors for mechanical equipment selections.

Notable Project Experience

Webb County Administration Building, LBJ Middle School, Plains Capital Bank, Well Med Clinics, Dental Clinics, Horizon Montessori Public Schools, Affordable Attics, Knapp Pharmacy, Tru Fit Athletics Clubs, STC campuses, beauty/nail salons, barber shops, meat markets, Jimmy, Johns, Kith Chiropractic, Edinburg ACE Building.

Jose Garcia
Mechanical Designer

Jose Garcia is new to Trinity Engineering as he started in February of 2023. His responsibilities include: designing and drafting as well as designing HVAC systems.

Caleb Givilancz
MECHANICAL DESIGNER

Caleb Givilancz graduated with associates in aviation science Generals, Airframe, and Powerplant from Texas State Technical College. Currently working with the mechanical design team at Trinity MEP engineering. Responsibilities range from basic loads calculation and mechanical design drafting.
Notable Project Experience: The Webb County Fairgrounds arena building in Laredo, TX; Multiple Tru-Fit gym's and Well-Med clinics.

Alex Garcia
Electrical Designer

Alex Garcia is a South Texas College graduate. He has over 14 years of experience in electrical design and is proficient in AutoCAD and Revit. Some of his duties include calculating building code requirements and designing a functional electrical system.

Notable Project Experience
Texas Regional Bank, US Attorney's Office, New Brownsville Academic Center, Sacred Heart Church, DPS McAllen, Whitney Elementary School – PSJA, Farias Elementary School – PSJA.

Jesus Venegas
Plumbing Designer

Jesus Venegas is a South Texas College Graduate. He has over 12 years of experience. Some of his duties include drafting plumbing and fire protection systems in AutoCAD and Revit, project setups & inspecting projects, meeting company BIM standards from initial startup to the final construction of documents delivered, preparing Comchecks, provision BIM solutions assistance to MEP project.

Notable Project Experience
South Texas ISD Rising Scholars Academy, South Texas Veterinary Ophthalmology STVO, JEEP Dealership, Mercedes Police Department, Valley Food Bank, Schlitterbahn, Santana Textiles, DPS McAllen.

Sergio Castillo
Electrical Engineer

Sergio Castillo is a graduate of STC. He has 9 years of experience as an electrical designer. Some of his duties include developing accurate and precise product designs, complying with recognized drafting standards, company practices, policies, and procedures.

Notable Project Experience
New Brownsville Academic Center, Mercedes El Norte Subdivision, La Feria Elementary School, McAllen Laurel Electrical Service, Edinburg Arts, Culture & Event ACE Center, STISD Rising Scholars Academy, STC Starr County Campus - Welding Lab Expansion, United ISD- Ruiz Elementary School Renovations

Juan Gonzalez
Plumbing Designer

Juan Gonzalez is a South Texas College graduate. He has 18 years of experience as a drafter with the last 10 years of plumbing experience. Some of his duties include plumbing systems design for commercial and industrial facilities and equipment selection.

Notable Project Experience
Zapata Museum, Weslaco Airport, La Feria Elementary, Sam Houston Elementary, Sacred Heart Church, PSJA Stadium Renovations, Progresso Technology Building, King Ranch Hunting Lodge.

Grant Morton
IT Specialist and Mechanical Designer

Grant became a member of the Trinity MEP team late 2018, having come from the automotive industry as a manufacturer trained master technician. His roles include designing and drafting turnkey HVAC systems for residential and industrial applications, HVAC analysis reports, generating com-checks. He is also an expert in computer maintenance and performs IT related duties for the team.

Notable projects experience: Elliff Kubota, Tropical Smoothie San Benito, PPG paint Weslaco, Tru Fit Athletic Clubs, Well Med Clinics, Taco Palenque, Monahans Sandhill State Park, Webb County Constable's Office

Enoch Gonzalez
Electrical Designer

Enoch Gonzalez graduated with honors from the South Texas College, Architectural and Engineering Design Technology program and is currently working on the electrical design team at Trinity MEP engineering. Responsibilities range from basic design development to completed construction document set.

Notable Project Experience:

The Casa Verde mixed-occupancy building in Laredo, TX, The Euclid St. residential in San Antonio TX., the Linn san Manuel Veterans Park in Edinburg, TX., Multiple Tru-Fit gym, Wll-Med clinic, and Affordable Attic projects.

Jorge A. Garza
Plumbing Designer

Jorge Garza, Marine Corps veteran, earned an Architectural and Engineering Design Technology Certificate from South Texas College. He has been with Trinity Engineering since May 2022. His current responsibilities include Designing & Drafting plumbing and fire protection plans using CAD or Revit, communicating tasks with project managers, input information to COMcheck reports, and running calculations for water demands, gas demands, and sewer drainage.

Notable Project Experience:

Volvo Mack Laredo Dealership, Palmhurst City Hall, St. Charles Restaurant, Mercury Warehouse, TruFit, Murfreesboro, TN

Noe Martinez
CAD/ Revit BIM Technician

Noe Martinez is a South Texas College Graduate with an Associates Degree in Precision Manufacturing Technology. He began with Trinity MEP in April of 2022. His responsibilities include new project clean and set up, project updates and creating MEP PDF documents as advances are made in projects timeline.

STATEMENT OF QUALIFICATIONS
IN HOUSE - KEY PROFESSIONALS – cont.

Corayma Balderas
Comptroller

Corayma Balderas became a member of the Trinity MEP team late 2018. Her duties include overseeing the company's financials, processing all billing transactions, and ensuring the company remains in good financial standing. She is also responsible for executing all employee payroll, compensation, and benefits.

Carmen Vasquez
Office Assistant

Carmen Vasquez is our newest member of Trinity MEP Engineering family. Her duties include welcoming visitors by greeting them, in person or on the phone. She also is responsible for answering phone calls, responding to property inquiries, preparing employee time sheets, reconciling credit card statements, formatting MEP specifications, updating MEP projects and estimates, and completing other clerical duties.

Francine Garcia
Office Assistant

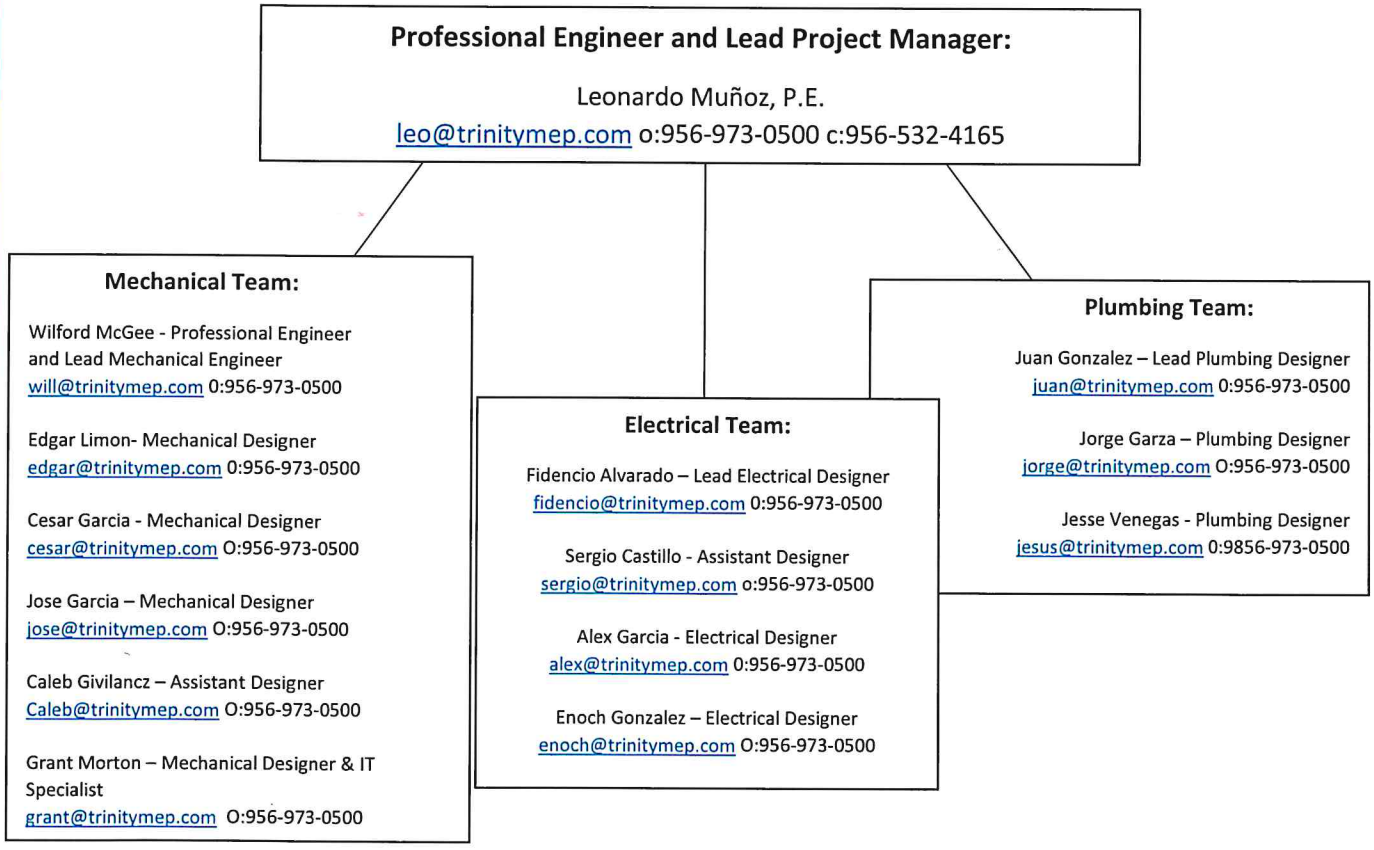
Francine Garcia is our Property Manager of Trinity Development Group family. Her duties include collecting rent, maintaining property rentals by advertising rental properties and filling vacancies, as well as all other tenant matters. She also is available for completing any other clerical duties.

PROJECT TEAM
FLOW CHART – ROLES

If awarded the Services Contract for this RFQ Trinity MEP Engineering will be working as a Prime Firm to provide the mechanical, electrical, and plumbing design for projects. Trinity Engineering Is committed to provide 100% of our time and attention to this project in order to meet the scheduled milestones.

Currently, Trinity employees are working relentlessly to fulfill our customers' specific needs. As engineers, we do not issue the same prescription for every project. We feel for our customer's needs and focus on giving the owner an affordable, operable, and maintainable product. Every project design is catered to the owner's maintenance level needs at Trinity MEP Engineering

The individuals assigned to the project will be committed for the entire duration of the project.



HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

Project Approach

Creating a plan for a project involves several key steps to ensure its successful execution.

Here's Holchemont Ltd.'s structured approach:

1. **Project Scope Definition:** Clearly define the scope of the project, including its objectives, deliverables, and constraints. This ensures that everyone involved understands what needs to be accomplished.

2. **Resource Identification:** Identify the resources required for the project, including manpower, materials, equipment, and subcontractors.

3. **Budgeting:** Develop a detailed budget that outlines the estimated costs for each aspect of the project, including labor, materials, subcontractor fees, permits, and contingency funds.

4. **Timeline Development:** Create a project timeline that outlines the major milestones and deadlines. Consider dependencies between tasks and allocate sufficient time for each phase of the project.

5. **Risk Assessment and Mitigation:** Identify potential risks and uncertainties that could impact the project, such as delays, budget overruns, or regulatory issues. Develop strategies to mitigate these risks and establish contingency plans.

6. **Subcontractor Selection:** Identify subcontractors who will be responsible for specific aspects of the project, such as construction, electrical work, plumbing, etc. Issue subcontracts that clearly outline the scope of work, timelines, payment terms, and quality standards.

7. **Permit Acquisition:** Research and identify the permits and approvals required for the project from the local governing body. Prepare and submit permit applications, ensuring compliance with relevant regulations and building codes.

8. **Stakeholder Communication:** Establish clear lines of communication with all stakeholders, including clients, subcontractors, suppliers, and regulatory authorities. Regularly communicate project updates, progress reports, and any changes to the plan.

9. **Quality Control:** Develop quality control measures to ensure that work is performed according to specifications and standards. Conduct inspections and audits throughout the project to identify and address any issues promptly.

10. **Documentation and Reporting:** Maintain detailed documentation throughout the project, including contracts, permits, change orders, correspondence, and progress reports. Provide regular reports to

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3. DEMONSTRATION OF TECHNICAL/ MANAGEMENT COMPETENCE

Cost Control Plan

Holchemont, Ltd. will develop a budget that encompasses all of the Owner's goals for the project, and input these estimated costs into Sage 300 software by Division and Cost Code. Along with the Senior Project Manager, our Project Manager and Accounting Manager review the budget on a semi-monthly basis or weekly as needed. This open line of communication ensures everyone is on the same page at the same time. Expenses are reviewed and discussion held, as needed, for unforeseen costs. Sage 300 generates reports that compare the Original Estimate to Actual Job Costs. The Project Manager reviews these reports with the Superintendent on a weekly basis. The current procedure at Holchemont, Ltd. requires both the Project Manager and Superintendent to approve invoices per project. After approval, the invoices are used to generate billing to the Owner. Once funded, the subcontractors and suppliers can expect payments within a week unless they are pending submission of required documentation on the project.

Scope optimization and value engineering: After identifying the scopes of work to be subcontracted, The Cost Estimator and Senior Project Manager will develop the (ITB) Invitation to Bid list. We may request value engineering options from our subcontractors in addition to requesting subcontractor input on any options already developed by our project team.

Holchemont, Ltd. will then implement a financial plan that benefits the Owner as well as Construction Manager. Holchemont, Ltd. submits invoices in a timely manner to avoid delays concerning cash-flow. Delays in this regard are most often a result of a gap in the communication. Regular meetings, site walk-thru and the distribution of detailed documentation to key personnel involved in the project will mitigate any unnecessary and avoidable delays.

Change Order History

Holchemont, Ltd., has a successful record for minimizing change orders and completing construction with minimal to no change orders. Holchemont, Ltd. will develop a budget that encompasses all of the Owner's goals for the project, and input these estimated costs into Sage 300 software by Division and Cost Code.

Holchemont, Ltd., will require that subcontractors and material suppliers submit written change requests. All change requests will be logged with a unique tracking number and submitted to the owner and architect. We will then review together.

- A commitment by all parties must be reached to recognize changes and to increase sensitivity to the changes as the project progress from concept to construction
- Planning for potential changes should be initiated as early in the project as possible
- It's important to differentiate between a change in scope and those work items that are inferred through design intent
- All parties to the project should agree that changes are to be evaluated and agreed upon as expeditiously as possible

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Plan to Complete Project on Schedule & Within Budget

Holchemont, Ltd., has substantial investment in Sage. Sage is a project management software allows us to keep track of submittals, RFI, ASI and change orders that come along the way of a project. Raken is used by our superintendents, they use this program to provide daily field reports. We also use Microsoft Project for scheduling and coordination with our trade partners to meet project deadlines. Holchemont offers a collaborative environment that embraces technology.

Schedule Management during the design and construction phase: To effectively execute our construction plan, we begin with the development of site logistics, building protection, security and mobilization specifically signed to mitigate the impact of construction on the Campus operations, occupants and traffic. In addition to conducting project meetings with the Owner and Design Team as often as once a week, our Superintendents conduct weekly coordination and safety meetings where subcontractor participation is mandatory. This practice, along with in-office staff meetings held on a weekly basis, will ensure open levels of communication between the personnel on-site, project team in the office and the Owner and Design Team.

Time Management is absolutely essential for a project to progress smoothly. The vast technical and practical knowledge our project team has to offer will be dedicated to developing a complete and realistic master schedule. This master schedule will include critical milestones, design activities, solicitation for bids, review/ approval dates and all major construction tasks. A clear, concise master schedule becomes the standard by which subsequent schedules are measured. During each phase of the project, the schedule is revised to outline tasks and action-items by priority.

4. DEMONSTRATION OF SIMILAR PROJECT EXPERIENCE (SEE TAB 8.)

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5. CURRENT CONSTRUCTION METHODS & TECHNOLOGY KNOWLEDGE

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Warranty Process

We believe in starting strong and finishing strong. Therefore, our service remains consistent on this premise throughout the warranty service period. Our goal is to assure the quality of work throughout the building process. It is the policy of Holchemont, Ltd. to assure a well developed warranty plan for warranty services that I specific to each project performed.

The following steps will be taken in order to make sure all items or defects are taken care of after the date of substantial completion;

- If informed of a defect, Holchemont, Ltd., shall remedy the defect and respond in writing indicating the action taken to resolve the defect. The subcontractor will be notified in writing of the situation and given a date by when the item shall be corrected.
- We attend any and all meetings to resolve warranty issues, and provide a tracking log of all warrant issues and their resolutions. A walk-through with our superintendent, project manager and subcontractor will be scheduled to make sure the warranty item has been successfully completed.
- We participate in and end of warranty project review with the owner at the time prior to termination of the warranty period.

Time Management

At Holchemont, Ltd., we know the importance of teamwork. Our objective is to maximize value for THE CITY OF EDINBURG. The management plan requires the insight and involvement of all project team members. To develop the management plan, we begin by establishing specific goals set forth by the Owner. Holchemont, Ltd. will identify project requirements, analyze the Owner's list of essential features and initiate discussion as needed to fully understand the prime objective.

TIME MANAGEMENT is absolutely essential for a project to progress smoothly. The vast technical and practical knowledge our project team has to offer will be dedicated to developing a complete and realistic master schedule. This master schedule will include critical milestones, design activities, solicitation for bids, review/approval dates and all major construction tasks. A clear, concise master schedule becomes the standard by which subsequent schedules are measured. During each phase of the project, the schedule is revised to outline tasks and
action-items by priority.

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Safety Approach

Our safety program includes safety plans, policies, and process which reference industry standard guidelines. High hazard tasks have specific rules and guidelines that require understanding from all parties involved prior to Performing said tasks. Overall and specific Job Safety Analysis (JSA) will be developed with participation of all Employees, subcontractors, and visitors. Signs and notifications through out the job site will be made clear at Personal Protective Equipment (PPE) will be required, with no exceptions.

The Safety Team will consist of the company's Manager, Project Manager, Superintendent(s), and 3rd party Safety Personnel. Each team member has completed company specific safety courses, and OSHA training, New Silica Standard Training, and First Aid Training.

Please see attached OSHA logs and Holchemont, Ltd.'s Safety Policy.



OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Holchemont, Ltd.

Street: 900 N Main St

City: McAllen State: TX Zip: 78501

Industry description (*e.g., Manufacture of motor truck trailers*)

Commercial General Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 7

Total hours worked by all employees last year: 11,708.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: [signature]

Phone: 956-686-2901 Date: 01/31/2023

Reset

U.S. Department of Labor
Occupational Safety and Health Administration

Optional

Calculating Injury and Illness Incidence Rates

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

What is an incidence rate?

An incidence rate is the number of recordable injuries and illnesses occurring among a given number of full-time workers (usually 100 full-time workers) over a given period of time (usually one year). To evaluate your firm's injury and illness experience over time or to compare your firm's experience with that of your industry as a whole, you need to compute your incidence rate. Because a specific number of workers and a specific period of time are involved, these rates can help you identify problems in your workplace and/or progress you may have made in preventing work-related injuries and illnesses.

How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, *and* for both rates the instructions in paragraph (c).

(a) *To find out the total number of recordable injuries and illnesses that occurred during the year,* count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (H), (I), and (J).

(b) *To find out the number of injuries and illnesses that involved days away from work,* count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year.* Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses X *200,000* ÷ *Number of hours worked by all employees* = *Total recordable case rate*

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

(Number of entries in column H + Number of entries in column I) X *200,000* ÷ *Number of hours worked by all employees* = *DART incidence rate*

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

The Bureau of Labor Statistics (BLS) conducts a survey of occupational injuries and illnesses each year and publishes incidence rate data by various classifications (e.g., by industry, by employer size, etc.). You can obtain these published data at www.bls.gov/iif or by calling a BLS Regional Office.

Worksheet

Total number of injuries and illnesses		200,000	÷	Number of hours worked by all employees	=	Total recordable case rate
0	X	200,000	÷	11,708.00	=	0

Number of entries in Column H + Column I		200,000	÷	Number of hours worked by all employees	=	DART incidence rate
0	X	200,000	÷	11,708.00	=	0

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Holchemont, Ltd

City: McAllen State: TX

Step 1. Identify the person			Step 2. Describe the case		Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:						
							Remained at Work						Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
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Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Establishment information

Your establishment name: Holchemont, Ltd.

Street: 900 N Main St.

City: McAllen State: TX Zip: 78501

Industry description (*e.g., Manufacture of motor truck trailers*)

Commercial General Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 7

Total hours worked by all employees last year: 15,600.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Lew Palmer — Company executive

Controller — Title

Phone 956-686-2901 Date 01/04/2024

Reset

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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U.S. Department of Labor
Occupational Safety and Health Administration

Optional

Calculating Injury and Illness Incidence Rates

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How do you calculate an incidence rate?

You can compute an occupational injury and illness incidence rate for all recordable cases or for cases that involved days away from work for your firm quickly and easily. The formula requires that you follow instructions in paragraph (a) below for the total recordable cases or those in paragraph (b) for cases that involved days away from work, *and* for both rates the instructions in paragraph (c).

(a) *To find out the total number of recordable injuries and illnesses that occurred during the year,* count the number of line entries on your OSHA Form 300, or refer to the OSHA Form 300A and sum the entries for columns (H), (I), and (J).

(b) *To find out the number of injuries and illnesses that involved days away from work,* count the number of line entries on your OSHA Form 300 that received a check mark in column (H), or refer to the entry for column (H) on the OSHA Form 300A.

(c) *The number of hours all employees actually worked during the year.* Refer to OSHA Form 300A and optional worksheet to calculate this number.

You can compute the incidence rate for all recordable cases of injuries and illnesses using the following formula:

Total number of injuries and illnesses X 200,000 ÷ Number of hours worked by all employees = Total recordable case rate

(The 200,000 figure in the formula represents the number of hours 100 employees working 40 hours per week, 50 weeks per year would work, and provides the standard base for calculating incidence rates.)

You can compute the incidence rate for recordable cases involving days away from work, days of restricted work activity or job transfer (DART) using the following formula:

(Number of entries in column H + Number of entries in column I) X 200,000 ÷ Number of hours worked by all employees = DART incidence rate

You can use the same formula to calculate incidence rates for other variables such as cases involving restricted work activity (column (I) on Form 300A), cases involving skin disorders (column (M-2) on Form 300A), etc. Just substitute the appropriate total for these cases, from Form 300A, into the formula in place of the total number of injuries and illnesses.

What can I compare my incidence rate to?

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Worksheet

Total number of injuries and illnesses			Number of hours worked by all employees		Total recordable case rate
0	X 200,000	÷	15,600.00	=	0

Number of entries in Column H + Column I			Number of hours worked by all employees		DART incidence rate
0	X 200,000	÷	15,600.00	=	0

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
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Reminders:
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- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Holchemont, Ltd.

City: McAllen State: TX

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:					
								Remained at Work						(M) Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
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Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
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Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

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AGC
THE CONSTRUCTION ASSOCIATION

Building Your Quality of Life

Certificate of Commendation

FOR EXCELLENT SAFETY RECORD

2021

Holchemont, Ltd
Zero Incidence Rate
Building - 1 to 49,999 Work Hours



CHIEF EXECUTIVE OFFICER

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AGC
THE CONSTRUCTION ASSOCIATION

Building Your Quality of Life

Certificate of Commendation

FOR EXCELLENT SAFETY RECORD

2022

Holchemont Ltd
Zero Incidence Rate
Building - 1 to 49,999 Work Hours

CHIEF EXECUTIVE OFFICER

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

EXHIBIT C

All work performed under this contract shall be performed in a safe and orderly manner that will not create a hazard to health and property. The implementation of safe working practices and the safety of equipment and facilities shall be subject to review for compliance by HOLCHEMONT, LTD. However, approval does not constitute direction to employ specific safety practices nor does it relieve the Subcontractor from its responsibility for safety. Failure of the Subcontractor to comply with safety regulations and/or to conduct activities in a safe manner shall constitute cause for issuance of a Safety Violation Notice or a Stop Work Order.

The Subcontractor shall be responsible for full compliance, including compliance by lower-tier subcontractors, with all applicable standards OSHA and EPA, federal, state and local laws, statutes and regulations. Any willful violation, refusal or failure to abate violations of safety and health standards or rules may be justification for removal of Subcontractor personnel from the site and/or contract termination.

HOLCHEMONT, LTD reserves the right to invoke the Occupational Safety and Health Administration (OSHA) general duty clause on any operation which, in the opinion of HOLCHEMONT, LTD, is being conducted in an unsafe manner, even though the infraction is not specifically spelled out in the regulations or this document.

HOLCHEMONT, LTD will make inspections under the Occupational Safety and Health Administration (OSHA) format and require corrective actions for all deficiencies discovered. Any willful violation, refusal or failure to abate violations of safety and health standards or rules may be justification for removal of Subcontractor personnel from the site and/or contract termination.

HOLCHEMONT, LTD is committed to providing a safe working environment on all of our projects. In order to maintain a safe and healthy workplace, HOLCHEMONT, LTD will require drug testing of all subcontractor employees of any tier who will be working on this jobsite.

Attached hereto are HOLCHEMONT, LTD "Mandatory Safety, Health and Work Rules", "Statement of Policy on Fall Protection and Prevention" and "Substance Abuse Policy Acknowledgement". These rules are for the protection and benefit of all employees on the Project. Violation of any of the rules by Subcontractor's employees will be sufficient grounds for immediate discharge from the project site. Subcontractor further agrees that, prior to starting work, each subcontractor employee shall be provided with, and required to read and acknowledge receipt of, HOLCHEMONT, LTD'S Mandatory Safety, Health and Work Rules, Statement of Policy on Fall Protection and Prevention and Substance Abuse Policy Acknowledgement, which are attached hereto as part of Exhibit "C". Subcontractor further agrees that although subcontractor is responsible for the safety and health of its employees, HOLCHEMONT, LTD shall have the right to immediately remove from the jobsite any subcontractor personnel engaging in conduct in violation of the Safety, Health and Work Rules, Fall Protection and Prevention Policy or Substance Abuse Policy Acknowledgement contained herein.

HOLCHEMONT, LTD
900 N Main St
McAllen, TX 78501

HOLCHEMONT, LTD
MANDATORY SAFETY, HEALTH AND WORK RULES

Accident prevention is a significant part of everyone's job. It is important that the tools, machines, material and buildings in which one works are maintained to eliminate hazards, which can cause injuries to the employee.

The rules listed are for the protection and benefit of all employees on every HOLCHEMONT, LTD'S job site. Violation of any of these rules or any OSHA regulation will be sufficient grounds for immediate removal from the project dependent upon the seriousness and/or repetition of the violation.

1. Report any unsafe practice and unsafe condition to your supervisor; abide by the Safety Regulations at all times.
2. All injuries, no matter how slight, must be reported to your supervisor immediately on the day of occurrence. An accident report must be filed within 2 hours of the occurrence. **Failure to properly report an incident and to file an accident report within the specified time period may delay or jeopardize a claim for medical treatment and/or benefits provided under any federal, state, or local laws and regulations.**
3. Submitting false or fraudulent information when reporting an accident or injury is unlawful and will be cause for dismissal and possible litigation to the extent of the law.
4. In the event a work assignment will expose the employee or a group of employees to a potentially serious or life threatening hazard generated by lack of control of the energy source, the energy source shall be locked-out and tagged.
5. All site personnel must attend a minimum of one toolbox meeting per week. Documentation relevant to the meetings must be presented to the project superintendent weekly, with the names and signatures of all employees in attendance.
6. Employees shall wear and properly use safety harnesses, lanyards, and the associated fall protection equipment as dictated by the work task being performed; such as work from elevated work locations, working in a mobile elevated work platform, a suspended scaffold, above an impalement hazard or other severe hazard, etc…
7. A Confined Space Entry Permit shall be requested, processed, issued and posted prior to employee entry into any confined space. Some locations, and certain types of work activities, may require additional permits for confined space entry. Employees must be properly trained prior to working in a confined space, so if you don't understand this rule you shouldn't be working in an enclosed and potentially hazardous work space. If you don't know -- ASK !!! (A 4 ft. deep trench may be a confined space.)
8. Ladders shall be used only for the purpose for which they were designed; do not use a stepladder as a straight ladder or use extension ladder sections separately. Ladders shall be maintained free of oil, grease, and other slipping hazards and shall be inspected for structural defects prior to use. Non-self-supporting ladders shall be used at the proper angle and shall be tied-off or otherwise secured to prevent accidental displacement.
9. All scaffolds shall be erected, inspected and maintained in accordance with the manufacturer's recommended safe work practices with particular attention to the suitability and stability of the footing, the structural soundness of any anchorage points required, and the proper installation of the decking, guardrails and toe boards. Ladders, stairways or other suitable means of access to working levels shall be provided and used by all personnel.

10. Inspect all tools and equipment prior to each use. Do not attempt to repair tools or equipment, instead report any defect to your supervisor. USE DEFECT TAGS!
11. Do not use, attempt to repair or otherwise tamper with any defective equipment. Report all defective equipment to your supervisor immediately.
12. The misuse of tools and equipment or circumventing safety devices can result in injury. Do not use makeshift or "jerry-rigged" tools or equipment to perform your job. Always use the proper tools and equipment for the job; do not modify or redesign the tool to fit the job.
13. All fire protection and emergency equipment will be plainly marked and must be kept free of obstruction for emergency use. Fire extinguishers are to be located throughout the work area in plain view. Note the location(s) in your work area. Fire extinguishers that have been discharged or that have a broken seal shall be replaced and either taken to the designated location for servicing or reported to your supervisor.
14. Only authorized, qualified and supervised personnel are permitted to operate equipment, vehicles, valves, electrical switches and similar machinery.
15. Jumping on or off equipment or vehicles, either moving or stationary, is prohibited
16. Only designated vehicles shall be used for the transportation of personnel. Mobile cranes, forklifts, etc. shall not qualify as personnel transportation vehicles. Golf carts and "Gators" are limited to transporting the number of individuals who can be properly seated.
17. Smoking is prohibited in areas designated as "No Smoking" areas or near flammable or combustible materials or combustible material(s) storage areas.
18. Compressed gas cylinders shall be used and/or stored in a secure and upright position. Flashback arrestors are required on all gauges. When not in use, when cylinders are empty, in storage or are moved at any time, the valve protection caps shall be in place and secured. Empty cylinders shall be removed from the work area to the designated storage area, secured and marked accordingly.
19. When welding or burning - use proper goggles or face shield; welding gloves; insure flash shields/barriers are in place, if needed; and wind-up welding leads and hoses after use and/or at the end of the day.
20. Maintain good housekeeping at all times. Keep waste, debris, and rubbish cleaned up. Place lunch papers, cups, cans and other litter in trash receptacles. Discard and/or store oily rags and similar combustible materials in metal containers provided for that purpose.
21. Riding loads, slings, the ball, crane hook or other material hoisting equipment is prohibited.
22. Keep all machinery guards, guardrails, midrails and other protective devices in place at all times.
23. Be alert at all times to the conditions and work processes in your area and surrounding areas and with the presence of other workers and equipment so that you can foresee and avoid possible hazards.
24. Obey all common sense rules, signs, markings and instructions. Make sure you are familiar with those that apply directly to you. If you don't know - ASK!
25. Throwing or dropping materials from an upper elevation will be grounds for immediate and permanent dismissal from the project. Proper controlled lifting and lowering procedures should be used at all times.
26. When lifting, use the recommended lifting technique - bend your knees, grasp the load firmly, and then raise the load keeping your back as straight as possible. GET HELP FOR HEAVY LOADS.
27. Wear gloves when handling metal or other items that have sharp or sheared edges and to protect hands from chemical agents, hot and cold surfaces, and during activities having the potential for producing hand injuries.
28. Safety shoes are strongly recommended for all contractor employees. Sturdy work shoes or boots are mandatory and essential for foot protection. *Soft shoes* such as tennis-type shoes are inappropriate footwear for a job site and their use is prohibited.
29. A First Aid kit/supplies shall be available on the job site and placed in a conspicuous location(s). Each contractor employer on the site must provide a first aid kit for their employees.
30. Employees shall wear a non-conductive hard hat at all times while on the job site including during the performance of welding and grinding operations. All employees are required to wear safety glasses with side shields. Additional eye and face protection may be required while performing work tasks such as chipping concrete, grinding, handling chemicals, using demo or chop saw, etc.

31. Hearing protection is required in designated or posted areas and when performing high noise producing work tasks, such as operating a jackhammer, needle descaler, etc…
32. All Personal Protective Equipment (PPE) including but not limited to hard hats, safety glasses, respirators, fall protection and hearing protection shall be furnished by subcontractor and shall be used as required. Hard hats and safety glasses must be worn at all times, including to and from building.
33. Shirts or coveralls are required; a tee shirt with sleeves is the minimum acceptable during hot weather. Loose fitting clothing can be hazardous. Shorts are prohibited, long trousers are required.
34. Keep clear of all operating equipment. Avoid pinch points and blind areas. Be alert to avoid swinging or suspended loads. Do not work or take a position under suspended loads. Install barricading or the appropriate flagging to warn other personnel in the area of overhead work or of other hazards.
35. The possession of firearms, explosives, or other weapons while on the job site is prohibited.
36. Insubordination, including refusal to obey reasonable orders of any supervisor during work time, is prohibited.
37. Deliberate destruction, defacing, marking on, abusing or theft of owner/company property is prohibited.
38. Restricting or attempting to restrict production, where applicable, is prohibited.
39. Violation of any posted safety rules or failure to use such safety devices and/or PPE as required by the law and/or HOLCHEMONT, LTD will be grounds for disciplinary action.
40. Sleeping during working hours, leaving the premises during working hours without permission, and conducting personal business on company time is prohibited.
41. The use or possession of intoxicants on the premises/job site during working hours, while operating company equipment/vehicles, or reporting to work under the influence is prohibited.
42. The use, during working hours or being under the influence of controlled substances, other than prescriptions issued by licensed medical personnel, is prohibited. Employees must notify their supervisor when utilizing prescribed controlled substances.
43. Fighting, assaulting, and physically or verbally abusing any employee is prohibited.
44. Falsification of any records, misrepresentation or withholding of facts to secure the job is cause for dismissal.
45. If any employee is served "Notice to Appear" or Answer as a result of legal notice arising out of a petition or claim filed through the course of employment on a HOLCHEMONT, LTD project, the employee shall contact the HOLCHEMONT, LTD Risk Management Department within 24 hours of service of such notice.
46. Misuse or removal from the premises without proper authorization of: any employee lists, blueprints, company records or confidential information of any nature is prohibited.
47. Unsatisfactory attendance, including unreported absence(s), tardiness, leaving early, leaving the work place prior to the start of breaks or lunch time and returning to the work place late from breaks or lunch time is prohibited.
48. Failure to report an absence is prohibited and failure to report an absence for three consecutive workdays will be considered a voluntary termination of employment.
49. Engaging in horseplay or disorderly conduct is prohibited and may be cause for dismissal.
50. Failure to perform work in a workmanlike manner, faulty work, inattentiveness to work or carelessness is cause for dismissal.
51. Discriminating against or harassing another employee because of their race, creed, color, sex, national origin, age or physical handicap is cause for dismissal.
52. Disregarding or removing signs, flagging, tags and/or signals placed to warn employees of a hazardous condition or protect employees during a "LOCK OUT" of a hazardous energy source(s) is cause for dismissal.
53. 15 M.P.H. speed limit on job sites, unless posted or otherwise notified.
54. No personal vehicles are allowed on the building pad or inside the building.
55. When parking is allowed on the construction site, it is a privilege. HOLCHEMONT, LTD assumes no responsibility for lost, stolen, or damaged vehicles.

56. Any variance for performing a work activity in a manner different than set forth herein and/or different than prescribed in the HOLCHEMONT, LTD'S Safety Program and/or different than any other safety rule, regulation, law or statute shall be documented and communicated on a site by site basis, preferably in the Site Specific Safety Program and related work rules.

    If a variance has not been issued by HOLCHEMONT, LTD'S Safety Department it does not exist.

HARD HATS AND SAFETY GLASSES ARE MANDATORY!

FALL PROTECTION AND PREVENTION POLICY

Each employee (direct hire and tiered subcontractor) by review of this document is made aware of his or her obligation to comply with the safety rules and regulations governing, training of employees, the installation, inspection, maintenance and proper use of the required fall protection systems and personal fall protection equipment. Each employer shall provide and require each employee wear and properly use APPROVED safety harnesses, lanyards and associated equipment when the work task dictates, such as but not limited to; working in/operating aerial lifts, performing any task with a fall hazard greater than six (6) feet, as required by the Owner's policies, all applicable regulations and standards, and company safe work practices.

This policy shall be strictly adhered to and enforced to the extent that any employee found NOT using approved safety harnesses, lanyards, and all other fall protection equipment and/or devices as required shall be subject to disciplinary action up to and including immediate termination.

In accordance with the requirements of HOLCHEMONT, LTD safety and health policies and procedures, a copy of this document shall be given to each employee for review and signature. HOLCHEMONT, LTD will keep a copy of the signature page on file.

Each employee (direct hire and tiered subcontractor) shall utilize 100% fall protection practices. The term "100% fall protection" means the design and use of a fall protection system such that no exposure to an elevated fall hazard occurs. All regulatory standards (i.e. OSHA, etc.), Owner contractual requirements and HOLCHEMONT, LTD safe work procedures will be strictly enforced. In the event one standard requires greater protection, the most stringent enforcement requirement shall be met.

This may require more than one fall protection system or a combination of prevention or protective measures. This may require, under certain conditions that a fall protection plan be written, specialized training be conducted for each task, and several other additional requirements be met prior to the commencement of work. Training will be each employer's responsibility.

When any employee is exposed to a potential fall hazard of 6 feet or more in height, at a minimum, the Subcontractor shall ensure that fall restraint and/or fall arrest systems are provided, installed and implemented according to the requirements in OSHA 29 CFR 1926 Subpart M, Fall Protection.

HOLCHEMONT, LTD
SUBSTANCE ABUSE POLICY

I acknowledge that a Substance Abuse Policy and Enforcement Program is in effect on this job site and that, as a condition of employment, I must comply with the provisions of this Policy and shall abide by the rules and procedures specified for enforcement. I agree not to use, possess, sell or distribute alcoholic beverages, drugs or drug paraphernalia, *look-alike* drugs, firearms, weapons, explosives, ammunition, or other prohibited items on this job site. I understand that a violation shall result in my expulsion from this job site and may result in the termination of my employment.

I acknowledge and understand that I am subject to the drug testing requirements contained within the Substance Abuse Policy and Enforcement Program and recognize that as a precondition to my hiring, placement and/or continued employment that I will be required to undergo and successfully pass drug tests at the time of my hiring or enrollment, pre-assignment, on a random basis, for reasonable cause and after an accident or incident.

I acknowledge and understand my involvement in an accident or other circumstances may cause the Owner, Contractor or subcontractor to require me to have a urine, blood or saliva drug and/or alcohol test as called for in the Program. While my cooperation is voluntary, I understand that my failure to cooperate fully with the drug testing procedures, my refusal to submit to an alcohol or drug test, a positive test result, or any violation of the Substance Abuse Policy and Enforcement Program shall be sufficient cause for my expulsion from this job site.

This document does not supersede other job site rules but is in addition to them.

ACKNOWLEDGEMENT

I, the undersigned, have read and understand the so stated **HOLCHEMONT, LTD MANDATORY SAFETY, HEALTH AND WORK RULES, HOLCHEMONT, LTD 'S SUBSTANCE ABUSE POLICY, AND HOLCHEMONT, LTD 'S FALL PROTECTION POLICY.** I have received a personal copy of each of the above, attached to this form, and I understand violation of the rules may lead to dismissal. Also, if injured on the job, I must report immediately to my supervisor for care and instructions.

PROJECT NAME	**0000-000-00**
Project Name	Job No.
Employer	Craft
Employee Name **(Print)**	Employee No.
Employee Signature	Date

THIS FORM IS TO BE COMPLETED BY EACH EMPLOYEE ASSIGNED TO PROJECT.

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6. INNOVATIVE DESIGN & CONSTRUCTION METHODS KNOWLEDGE INCLUDING SUSTAINABLE CONCEPTS

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Work in Progress

Project:	**Olmito Nature Park—Phase I**
Owner:	Cameron County
Architect:	GMS Architects
Type of Construction:	Nature Park
Cost:	$ 4.3M
Percentage Completed:	23 %
Completion Date:	04-2025
Project Manager:	Michael C. Montalvo & Robert Gonzalez

Project:	**Los Fresnos CISD Mini-Gyms HVAC Upgrades.**
Owner:	Los Fresnos CISD
Architect:	Ethos Engineering
Type of Construction:	HVAC
Cost:	$ 1.7M
Percentage Completed:	90%
Completion Date:	December 2024
Project Manager:	Michael C. Montalvo & Robert Gonzalez

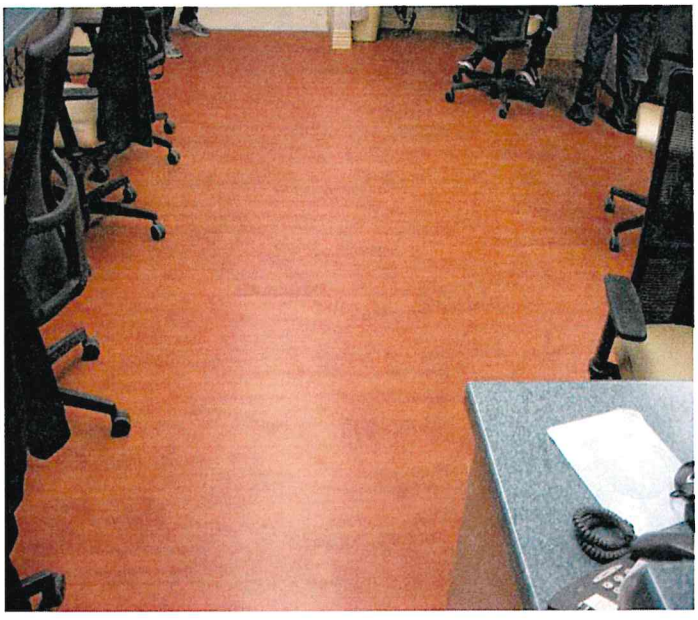
Project:	**Driscoll Children's Hospital** **New Transport & IT Offices**
Owner:	Driscoll Health System
Architect:	CLK Architects
Type of Construction:	Renovation including site improvements
Cost:	$2,233,000.00
Percentage Completed:	35%
Completion Date:	04/2025
Project Manager:	Michael C. Montalvo

Project:	**South Texas ISD New Athletic Field**
Owner:	South Texas Independent School District
Architect:	GMS
Type of Construction:	Multiple sporting event athletic field
Cost:	$3,572,000.00
Percentage Completed:	05%
Completion Date:	09/2025
Project Manager:	Michael C. Montalvo

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7.
PAST CUSTOMER OWNER REFERENCES





McALLEN
INDEPENDENT SCHOOL DISTRICT

June 20, 2016

To Whom It May Concern:

Dear Sir/Madam:

It is my pleasure to be able to provide this letter of recommendation on behalf of Holchemont, Ltd. and their staff.

As Project Manager for McAllen ISD, I oversee all construction projects for MISD. My experience working with Holchemont, Ltd. has been excellent. They are true professionals who bring important construction knowledge and outstanding management skills to their projects.

I worked with Holchemont, Ltd. on several projects and the entire team provided excellent service from preconstruction through commissioning and the warranty period. Their team of administrators, project managers, and superintendents are focused and experienced. Every aspect of the project was carefully managed to ensure that there was a smooth flow to the work. Their ability to provide timely cost information as various issues came up enabled our team to make informed decisions throughout the process. They addressed warranty work orders timely and with careful attention to quality of workmanship.

Our experience with Holchemont, Ltd., has shown that they are very knowledgeable, have quick response times, have an excellent construction administration process, and are flexible to work with and are very much client oriented. Anyone would be well served in choosing Holchemont, Ltd. as a general contractor for their upcoming project.

Please feel free to contact me at (956) 632-3200 if you require any additional information.

Sincerely,

Melissa Rodriguez, Project Manager
Facilities Maintenance of Operations
McAllen ISD

HIDALGO COUNTY
PRECINCT 2

HIDALGO COUNTY PRECINCT 2
COMMISSIONER
EDUARDO "EDDIE" CANTU

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

June 21, 2016

To whom it may concern:

Hidalgo County Precinct 2 is pleased to recommend the construction services provided by Holchemont, Ltd.

Holchemont, Ltd worked with us on the recent construction of our Field Operations Facility. Their team provided excellent service and were experienced, professional, and accessible.

Upon completion of the project, Holchemont, Ltd. continued to provide excellent service and support by responding promptly and attentively to all warranty work order requests.

If you should have any questions, please contact me at (956)787-1891.

Respectfully,

Erika Zamora
Director of Administrative Operations

THE COUNTY OF HIDALGO TEXAS

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

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ARCHITECT'S/ ENGINEER'S REFERENCE LETTERS

clk
architects & associates

08 August 2023

To Whom It May Concern:

It is my pleasure that I recommend Holchemont, Ltd. to you. Our team at **CLK Architects & Associates** have worked with the construction firm on several projects throughout the valley for over ten years. I have been a part of many of these projects and personally attest to the quality of their work and their professionalism through every stage of the project.

The entire Holchemont team has always performed all work to a very high standard and carries their commitment through to the warranty period for the client. Their service, support and reliability stand out among other construction firms.

Many of the clients that Holchemont has performed construction services for are repeat clients, which demonstrates the high satisfaction that is achieved at the completion of their work.

If you would like to contact me for additional information, please call 361-884-3295.

Sincerely,
CLK ARCHITECTS & ASSOCIATES, INC.

Andrea Riojas, AIA
Principal Architect

TRINITY
MEP ENGINEERING

August 8, 2023

To Whom It May Concern:

I am pleased to write this letter of recommendation for Holchemont, Ltd. Trinity MEP Engineering has had a working relationship with Holchemont since 2009. Since our relationship began, Holchemont has demonstrated itself to be a valuable and qualified firm. What is unique about Holchemont is that they have keen receptiveness and are incredibly responsive to any questions or concerns that come up during projects.

Holchemont has a history of consistently providing detailed documentation and can be relied upon to execute fair assessment of change order pricing. Holchemont focuses heavily on quality, which allows the company to maintain a respectable image throughout the years.

I have had the pleasure of working with Holchemont on the South Texas College Science Lab Exhaust project as well as the Cantu Elementary Fire Sprinkler projects. I am commenting with tremendous respect that Holchemont has exceeded my expectations throughout our working relationship. The effectiveness of Holchemont is due to the firm's excellent communication and high level of professionalism.

Please feel free to contact me directly for further discussion on the qualifications of Holchemont.

Sincerely,

Leonardo Munoz, PE
President/ Owner
Trinity MEP Engineering

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8. DEMONSTRATION OF PAST PROJECTS ABILITY TO MEET BUDGET & SCHEDULE





HOLCHEMONT, LTD.
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Projects Completed

Vanguard Academy Charter School
Rembrandt Early Childhood
Pharr, TX

Project Description

Provide general construction services for a new secondary campus in Pharr, TX. The project consisted of civil site work, landscape and irrigation, architectural, electrical, fire protection, mechanical and pluming systems.

Owner:	Vanguard Academy - 956-781-1701
E-Mail:	payables@vanguardac.net
Architect:	ROFA Architects, INC— Miguel A. Martinez 956-686-771—miguelm@rofainc.com
Contract Amount:	$5,405,000.00
Year Completed:	2022

Harlingen CISD
Keys Early Childhood Academy
Harlingen, TX

Project Description

Provide general construction services for a school renovation. Convert current school to an early childhood academy 20,000 sq. ft.

Owner:	Harlingen CISD—956-430-9500-
E-Mail:	Kimberly Salinas—*kimberly.salinas@hcisd.org*
Architect:	Megamorphosis Design—956-428-1779— Dillon Redding - dillon@megamorphosisdesign.net
Contract Amount:	$1,328.372.00

South Texas College
Mid Valley Bldg. A Culinary Arts Renovations
Weslaco, TX

Project Description

Provide general construction services for a culinary arts program renovations. 2,045 sq. ft.

Owner:	South Texas College—956-872-3737
E-Mail:	Martin Villareal—mvillareal_2405@southtexascollege.edu
Architect:	Boultinghouse Simpson Gates Architects—956-630-9494
Contract Amount:	$ 413,000.00
Year Completed:	2023

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Projects Completed

PSJA ISD
Clover, Garcia & Doedyns Elementary HVAC Upgrades & Additions
Pharr & San Juan, TX

Project Description

Provide general construction services for installing of HVAC units to all three elementary school hallways and upgrades of all other HVAC units.

Owner:	PSJA ISD , Ralf Gonzalez 956-354-2000
E-Mail:	rafael.gonzalez@psjaisd.us
Architect:	MEP Solutions Engineering, Abram Dominguez, 956-664-2727
Contract Amount:	$3,397,000.00
Year Completed:	2021

PSJA I.S.D.
PSJA ISD Agricultural Facility
Pharr, TX.

Project Description

Construction of a New Agricultural facility of the school (Approx. 37,685 sq. ft.) with an arena (Approx. 8,085 sq. ft.)

Contact:	PSJA ISD, Ralf Gonzalez 956-354-2000
E-Mail:	rafael.gonzalez@psjaisd.us
Architect:	Gignac Architects, Juan Mujica, 956-686-0100
Contract Amount:	$4,000,000.00
Year Completed:	2020

Sharyland Water Supply Corp.
Sharyland Water Supply Corp New Building
Alton, TX

Project Description

Provide general construction services for the new construction of their facility. This building consists of the Construction of a new 10,800 sq. ft. facility, including an 8,668 sq. ft. warehouse.
required.

Owner:	Sharyland Water Supply Corp, Sherilyn Dahlberg, 956-585-6081
E-Mail:	sdahlberg@sharylandwater.com
Architect:	Milnet Architectural Services, Rudy Molina, 956-688-5656
Contract Amount:	$4,228,000.00
Year Completed:	2020

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Sharyland Water Supply Corp
New Building
Alton, Texas









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Projects Completed

City of Pharr
South Pharr Development & Research Center & Exhibit Hall
Pharr, TX.

Project Description

Provide general construction services for a new 15,988 sq. ft., Research Center and a new 9,000 sq. ft. Exhibit Hall for the City of Phar residents. Which included covered drop-off area.

Owner:	City of Pharr Library Director, Adolfo Garcia 956-402-4650
Architect:	The Warren Group Architects, Nathaniel Perez 956-994-1900
Contract Amount :	$3,474,622.00
Year Completed:	2019

GCAM, Inc.
Green Cross Plasma Center Edinburg
Edinburg, TX.

Project Description

Provide general construction services for the renovations of the interior of a shell building into a plasma center (Approx. 10,672 sq. ft.).

Contact:	GCAM, Inc. , Michael Paul, 513-520-0570
E-Mail:	mpaul@gcamplasma.com
Architect:	Calser Design Group, pmba@PMBAarchitects.com 513-791-0456
Contract Amount:	$3,000,000.00
Year Completed:	2019

City of Edinburg
City of Edinburg Fire Station Improvements
Edinburg, TX

Project Description

Provide general construction services for replacing 3 existing rooftop units.

Owner:	Edinburg Fire Station, Omar Garza - 956– 383-7691 Ex: 7859
E-Mail:	ogarza@cityofedinburg.com
Architect:	Sigma Engineering, Gabriel Hinojosa, 956-332-3206
Contract Amount:	$161,000.00
Year Completed:	2019

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City of Pharr
South Pharr Development & Research Center
Pharr, Texas







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Projects Completed

City of La Joya
New City Hall & Renovations & New Public Safety Building
La Joya, TX.

Project Description
Over see the project as the Construction Manager at Risk for the construction of a new public safety building (approx. 6,354 sq. ft.) for the City of La Joya to be constructed adjacent to an existing building. The existing building will be renovated and turned into the City Hall for the City of La Joya (approx. 8,906 sq. ft.)

Contact:	City of La Joya, Leonardo Olivares 956-581-7002
Email:	cityoflajoya@oal.com & leoolivares@lajoyatx.gov
Architect:	Milnet Architectural Services
Contract Amount:	$2,292,246.00
Year Completed:	2018

McAllen ISD
Replacement of Air Handling Units at James "Nikki" Rowe High School
McAllen, TX

Project Description
Provide general construction services for replacing 3 existing rooftop units.

Owner:	McAllen ISD, Melissa Rodriguez, 956-632-3200
E-Mail:	Melissa.rodriguez@mcallenisd.net
Architect:	Halff Associates, Inc., Leroy Martinez 956-4455213 & 956-445-5210
Contract Amount:	$1,084,000.00
Year Completed:	2018

Sharyland ISD
Sharyland High School Field House Renovations—MEP
Mission, TX

Project Description
Provide general construction services for replacing of HVAC units at the athletic field house.

Owner:	Sharyland ISD, Mark Dougherty, 956-580-5200
E-Mail:	mdougherty@sharylandisd.org
Architect:	Gomez Mendez Saenz, Rudy Gomez, 956-546-0196
Contract Amount:	$389,000.00
Year Completed:	2018

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City of La Joya
New City Hall & Renovations & New Public Safety Building
La Joya, Texas



Texas Q, LLC
Bar-B-Cutie Smokehouse
Pharr, Texas



Texas Q, LLC
Bar-B-Cutie Smokehouse
Pharr, TX.

Project Description
Over see the project as the General Contractor for the construction of a new 4,250 sq. ft. indoor dinning building. The building will have kitchen and serving areas and bathrooms.

Contact:	Texas Q, LLC, Ronnie McFarland. 615-372-0707
Email:	Ronnie@bar-b-cuitie.com
Architect:	David Ports Architects, Inc.
Contract Amount:	$1,325,119.00
Year Completed:	2017

McAllen ISD
McAllen HS & Memorial HS Locker Rooms Renovations
McAllen, TX.

Project Description
Over see the project as the General Contractor for the renovations of both boys and girls locker rooms for both high schools.

Owner:	McAllen ISD, Melissa Rodriguez, 956-632-3200
Email:	Melissa.rodriguez@mcallenisd.net
Architect:	The Warren Group
Contract Amount:	$2,500,000.00
Year Completed:	2016

Hidalgo County Pricinct No. 2
Equipment & Maintenance Facility
Pharr, TX.

Project Description
Over see the project as the General Contractor to construct of a new equipment and maintenance facility for Hidalgo County. Including selective demolition or existing building, renovations to accommodate new floor .

Contact:	Hidalgo County Precinct No. 2, Erika Zamora, 956-787-1891
Email:	Eduardo.cantu@co.hidalgo.ts.us
Architect:	Ero Architects
Contract Amount:	$1, 585,000.00
Year Completed:	2015

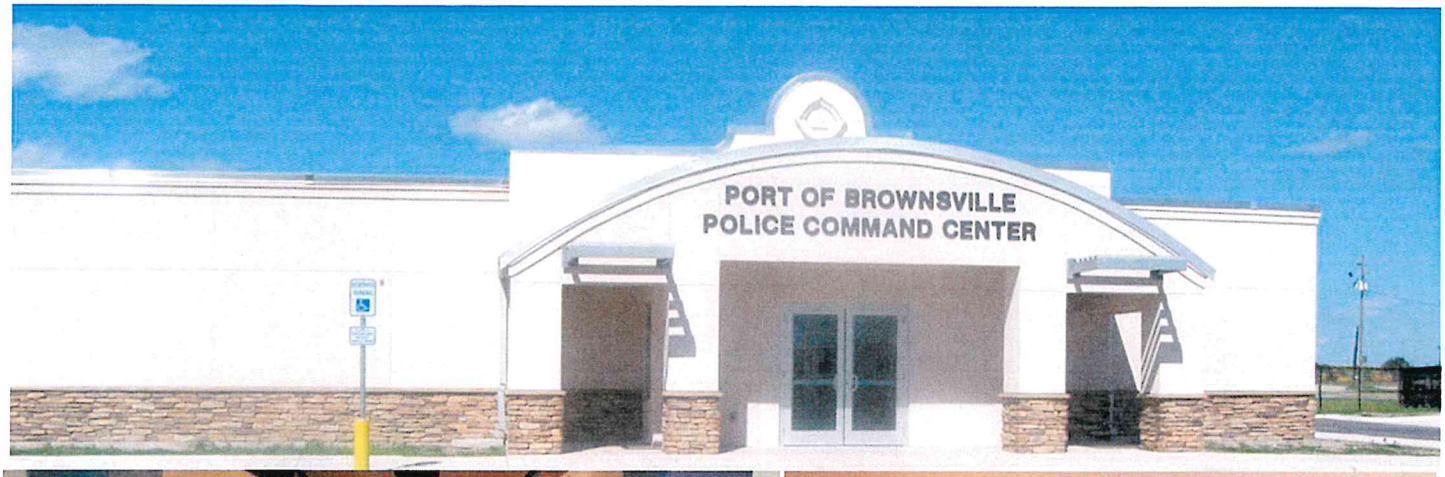
Hidalgo County Precinct No.1
Construction of New Constable Precinct No. 1 Offices
Weslaco, TX.

Project Description
Over see the project as the General Contractor to construct of a new Constable office of 4,245 sq. ft. for Hidalgo County. To include security access system.

Contact:	Hidalgo County Precinct No. 1, Castro Celestino Davila 956-447-3775
Architect:	Alcocer-Garcia Associates, Inc.
Cost:	$828,071.00
Year Completed:	2014

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Brownsville Navigation District
Port of Brownsville Command Center
Brownsville, Texas











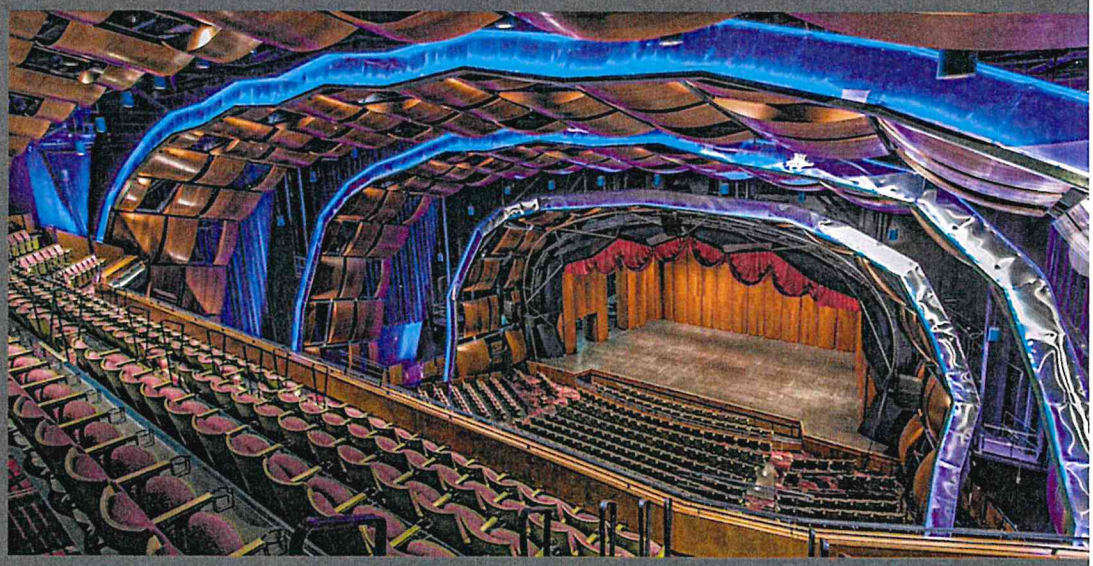
MCALLEN PERFORMING ARTS CENTER

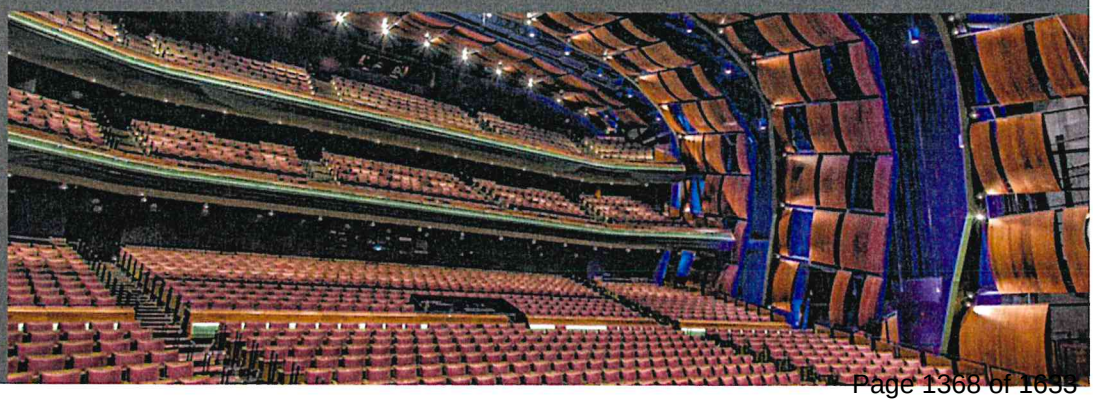
New theater with a seating capacity of 1,800, with seating distributed across four levels with supporting spaces. The building is around 93,750 sf.











ERO ARCHITECTS
2014
PROJECT MANAGER

REGION ONE - EDUCATION SERVICE CENTER

This renovation and expansion project involved upgrading the existing training rooms, adding a new cafeteria/lounge, and constructing a 25,700-square-foot training facility. The new facility offers flexible design, allowing it to be reconfigured into five smaller, independent training rooms or a single large training space. Additionally, support spaces were incorporated to complement the new and upgraded areas.









GIGNAC ARCHITECTS
2020
PROJECT MANAGER

RIO GRANDE CITY GRULLA ISD NATATORIUM AND WRESTLING CENTER

Renovations to the existing gymnasium and restrooms facilities converted into locker rooms, offices, and competition wrestling gymnasium. New addition consist of a new natatorium with a competition pool and spectator seating.

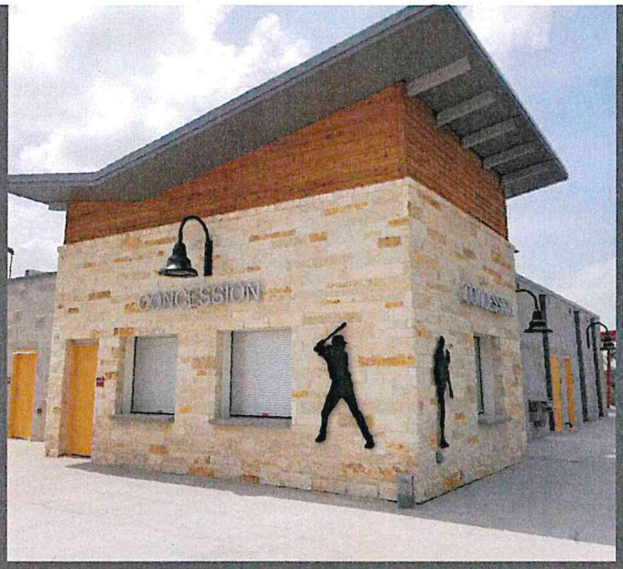






MCALLEN YOUTH BASEBALL COMPLEX

This project consists of 16 playing fields. The fields are equipped with amenities that include concessions, restrooms, shade fabric structures, meeting rooms, outdoor playgrounds, walking trails, and water features.







ROFA ARCHITECTS
2015 106
PROJECT MANAGER

LIST OF PROJECTS

Project Name	Contact Person	Project Description
City of Raymondville CDBG-MIT 2015 Floods	Tony Chavez, City Manager (956) 689-2443 raycity@raymondvilletx.us	**Design, Surveying and Construction Services on $10 Million in Drainage improvements within the city and surrounding area.**
City of Rio Hondo CDBG 2021-2022 CD Fund Street Reconstruction Project	Ben Medina, City Administrator raycity@raymondvilletx.us	Design development & construction management, survey for street improvements, drainage system upgrades, including intersections, drainage outfall geotechnical & materials testing
City of Raymondville TWDB Project P921-1 Watershed Study	Tony Chavez, City Manager (956) 689-2443 raycity@raymondvilletx.us	Provide City wide update on storm drain infrastructure and ditches to use in hydrologic and hydraulic modeling of existing conditions.
City of Raymondville TWDB Project P921-4 Ditch	Tony Chavez, City Manager (956) 689-2443 raycity@raymondvilletx.us	Provided engineering & surveying services, construction inspection, drainage design and value engineering for expansion of drainage ditch
Willacy County 2021, TWDB Project P913-01 Willacy County Watershed Study	Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u	Provide County wide update on storm drain infrastructure and ditches to use in hydrologic and hydraulic modeling of existing conditions.
Willacy County 2021, TWDB Project P913-02 Lasara Gates	Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u	Provided engineering & surveying services, construction inspection, on drainage gates
Willacy County 2021, TWDB Project P913-03 Simo Pump Station	Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u	Provided engineering & surveying services, construction inspection, drainage design and value engineering for drainage projects
Willacy County 2021, TWDB Project P913-04 Linear Detention and Pipe San Perlita	Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u	Provided engineering & surveying services, construction inspection, drainage design and value engineering for drainage projects
Willacy County 2021, TWDB Project P913-05 Lyford Trunkline	Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u	Provided engineering & surveying services, construction inspection, drainage design and value engineering for drainage trunkline project
Willacy County 2021, TWDB Project P913-06 Railroad Spur Detention Pond	Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u	Provided engineering & surveying services, construction inspection, drainage design and value engineering for drainage detention project

LIST OF PROJECTS

Project Name	Contact Person	Project Description
Willacy County 2021, TWDB Project P913-07 Mulberry Detention Pond	Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u	Provided engineering & surveying services, construction inspection, drainage design and value engineering for drainage detention project
Willacy County 2021, TWDB Project P913-08 Sebastian Drainage Improvements	Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u	Engineering Design, Surveying, Construction Inspection for design of drainage and street improvements.
Willacy County (Sebastian) FEMA Drainage & Utility Improvements	Ernie Garcia Jr. County Commissioner, Precinct 4 Willacy County, (956) 689-4214 eduardo.gonzales@co.willacy.tx.u	Engineering Design, Surveying, Construction Inspection, geotechnical & materials testing oversight. As Built Drawings, Closeout Documentation
Hidalgo County Drainage Dist. 1 Project #18 Malone Drive & Pomelo Rd.	Omar Anzaldua Hidalgo County Drainage District No. 1 (956) 292-7080	Provided engineering & surveying services, construction inspection, drainage design and value engineering for multiple drainage projects.
Hidalgo County Drainage Dist. 1 Project #28 Old La Blanca Rd & Mile 10N	Omar Anzaldua Hidalgo County Drainage District No. 1 (956) 292-7080	Provided engineering & surveying services, construction inspection, drainage design and value engineering for multiple drainage projects.
Hidalgo County Drainage District No. 1 – Edinburg Stub and West Main Drain Control Structures (County Bonds)	Omar Anzaldua Hidalgo County Drainage District No. 1 (956) 292-7080	Design development, engineering, surveying, construction management, geotechnical & materials testing oversight for proposed Main Drain Control Structure to North Main Drain.
City of Edinburg Engineer Veterans Rd Project	Mardoqueo Hinojosa, City Engineer (956) 388-8211 mhinojosa@cityofedinburg.com	Design development, engineering, surveying, drainage design construction management, inspection
City of Edinburg FEMA Pre-Disaster Application	Mardoqueo Hinojosa, City Engineer (956) 388-8211 mhinojosa@cityofedinburg.com	Provided feasibility studies, site assessments, for funding application from FEMA

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

9. EXECUTION OF OFFER LETTER & AGENT CERTIFICATION

SECTION 5
EXECUTION OF OFFER
CITY OF EDINBURG, TEXAS

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S RFQ. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR RFQ.

1. By signature hereon, the respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein, and as set forth in the Design-Build Statute.

2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or City representative in connection with the submitted RFQ. Failure to sign hereon, or signing with a false statement, shall void the submitted RFQ or any resulting contracts, and the respondent shall be removed from all vendor lists of the City.

3. By signature hereon, respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the City's option, may result in cancellation of any resulting contract or purchase order.

4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the RFQ directly or indirectly to any competitor or any other person engaged in such line of business.

5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this RFQ.

7. By signature hereon, the respondent certifies as follows:

   "Under Section 231.006, Texas Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

   "Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and

acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

"Under Section 2254.004, Texas Government Code, the respondent certifies that each individual or business entity which is an engineer or architect proposed by respondent as a member of its team was selected based on demonstrated competence and qualifications only."

8. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the City, or the respondent has not been an employee of the City within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the City entering into any contract with the respondent.

9. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 3.102, Article 601b, V.T.C.S.)

10. The respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.

11. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Complete the following:

FEI No: 26-3913182

If Sole Owner:
SS No: _____

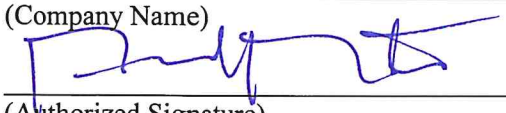
If a Corporation:
State of Incorporation: _____

Charter No: _____

Submitted By:

Holchemont, Ltd.

(Company Name)



(Authorized Signature)

Michael C. Montalvo

(Printed Name)

Manager of Holchemont Management LLC., Its General Partner

(Printed Title)

1/27/2025

(Date)

900 N. Main Street

(Street Address)

Michael C. Montalvo, TX, 78501

(Owner, State, Zip Code)

956-686-2901

(Telephone Number)

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

January 24, 2025

City of Edinburg
415 W. University Dr.
Edinburg, TX78539

Project: RFG#045-09-AO/Q
Downtown Parking Garage
Design-Build

Re: Holchemont, Ltd.

To Whom It May Concern:
In compliance with your requirements for a pre-qualification letter, please be advised the surety bonding information for Holchemont, Ltd. is as follows:

Surety: Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004. Philadelphia Indemnity carries an AM Best rating of A++ and is Treasury Listed for $382,917,000.00 as shown on the Treasury Listed 570 Circular.

Philadelphia Indemnity Insurance Company is providing Holchemont, Ltd. with a current bonding limit of $7,500,000.00 single job, and a total bonding capacity of $15,000,000.00. Please be advised that this is a working limit and may not reflect the actual bond size that we may consider for this contractor.

If Holchemont, Ltd. is the successful proposer and is required to provide performance and/or payment bond(s), we would consider executing the required bonds on their behalf.

Our consideration would be based on the satisfactory completion of our normal underwriting requirements, which include, but are not limited to, our satisfactory review and approval of the contract terms and conditions, our contractor's financial condition at that time, his overall work program, verification of project financing and other pertinent underwriting criteria. Please be advised that the execution of any bond or bonds is a matter between the contractor and us. We assume no liability to you or any third party in providing this letter.

If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Cordially yours,

Fred A. Thetford, IV
Attorney-in-Fact for Philadelphia Indemnity Insurance Company

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? No
  - a member of a Board, Council or Committee that may participate in the City's selection or award process? No
  - a City Official? No

- 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? No
  - a member of a Board, Council or Committee that may participate in the City's selection or award process? No
  - a City Official? No

- 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)?
  No

- 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)?
  No

- 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?
  No

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

1/27/2025

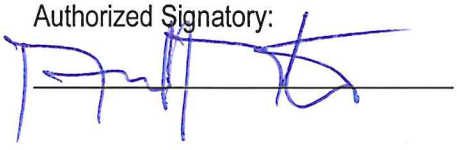
Company/Vendor Name:

Holchemont, Ltd.

Printed Name and Title:

Michael C. Montalvo
Manager of Holchemont Management LLC.,
Its General Partner

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Holchemont, Ltd.
(Full, correct legal name)

- Address: 900 N. Main Street
  McAllen, TX 78501
- Telephone/Fax: 956-686-2901
- Email address: che@holchemont.com; frontdesk@holchemont.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas? Yes X No____

4. Where is the Company's corporate headquarters located? McAllen, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No X

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Michael C. Montalvo
Address: 900 N. Main Street McAllen, TX 78501
Telephone: 956-686-2901
Fax: 956-686-2925
Email: che@holchemont.com; frontdesk@holchemont.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
None.

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, Michael C. Montalvo, the undersigned representative of

Holchemont, Ltd., (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

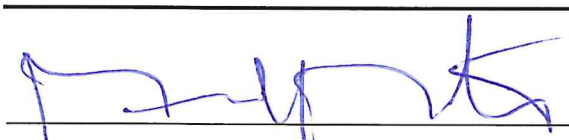
2. Will not boycott Israel during the term of the contract.

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:

Michael C. Montalvo
Manager of Holchemont Management LLC, Its General Partner
TYPE/PRINT NAME AND TITLE:

1/27/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Michael C. Montalvo, the undersigned representative of

Holchemont, Ltd., (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:

Michael C. Montalvo
Manager of Holchemont Management LLC, Its General Partner
TYPE/PRINT NAME AND TITLE:

1/27/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Michael C. Montalvo, the undersigned representative of

Holchemont, Ltd., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Michael C. Montalvo; Manager of Holchemont Management LLC.,
Its General Partner

TYPE/PRINT NAME AND TITLE:

1/27/2025

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Michael C. Montalvo, being first duly sworn, deposes and says that: *(Name)*

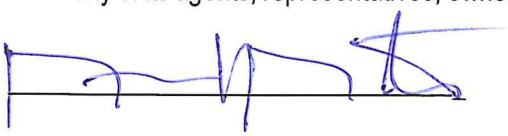
(1) He is President of Holchemont, Ltd., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign 

Title Manager of Holchemont Management LLC., Its General Partner

Subscribed and sworn to me this 27th day of January 2025.

By: Lori Ann Hernandez



Notary Public 

My Commission Expires: 09-26-2028

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1258994

Date Filed:
01/20/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Holchemont, Ltd
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ#2025-002
Design-Build Services Downtown Parking Garage with minimum of 256 parking spaces

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Michael C. Montalvo, and my date of birth is 04/06/1970.

My address is 900 N. Main Street (street), McAllen (city), TX (state), 78501 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of TX, on the 27 day of January (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
RESOLUTION
Agenda Item No: 11.A.
SLGCP

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto. [Daniel Vera, Director of Information Technology]

2. **Description:**
The Office of the Governor released the solicitation for the Fiscal Year 2026 State and Local Cybersecurity Grant Program – Mitigation Projects on December 13, 2024. The State and Local Cybersecurity Grant Program (SLCGP) supports cybersecurity efforts to address imminent cybersecurity threats to local information systems, including implementing investments that support local governments with managing and reducing systemic cyber risk associated with the SLCGP objectives. The objective for the SLCGP's Mitigation Projects is to implement security protection commensurate with risk.

The Information Technology Department seeks to apply for cybersecurity infrastructure including end-of-support/end-of-life hardware and software. The grant request is approximately $393,600 with a required 20 percent local match of $98,400 for a total project cost of $492,000.

The required matching funds will be appropriated in the IT Department's FY 2025-2026 General Fund Operating Budget.

Procurement will adhere to federal, state and city policies as required.

The deadline for the grant application is February 13, 2025. The award notification is anticipated by the Summer 2025. The period of performance for projects selected for funding must begin on or after September 1, 2025, through August 31, 2026.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures related to cybersecurity infrastructure.

3. **Staff's Recommendation:**
Approve Resolution authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Daniel Vera, Director of Information Technology

Attachments:
A. FY 2026 SLCGP Mitigation Projects Resolution (2)

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM – MITIGATION PROJECTS AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Office of the Governor is soliciting grant applications for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects which supports cybersecurity efforts to address imminent cybersecurity threats to local information systems, including implementing investments that support local governments with managing and reducing systemic cyber risk associated with the SLCGP objectives.

WHEREAS, the City of Edinburg finds it is in the best interest of the residents to submit a grant application for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects grant funding, with a 20% 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 grant funds, the City of Edinburg assures that the funds will be returned in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate, and execute any and all documents related to the grant on behalf of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS THAT:

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes the City Manager to submit the grant application for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects to the Office of the Governor.

SECTION 3: SEVERABILITY: If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its

parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE: This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 4th day of February, 2025.

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

Application Number: 5401001

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.A.
Fiesta Edinburg Sponsorship

1. **Agenda Item:**
   Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of "Fiesta Edinburg" Music Festival in the Amount of $20,000 as Requested by the Edinburg Chamber of Commerce. [Raudel Garza, EEDC Executive Director]

2. **Description:**
   Edinburg Chamber of Commerce is requesting for the EEDC to sponsor Fiesta Edinburg at the Pachanga Title Sponsor level in the amount of $20,000.00.
   (The Edinburg EDC Board Approved this Item by a Vote of 6-0 on January 20, 2025)

3. **Staff's Recommendation:**
   Approve Edinburg Economic Development Corporation Board of Directors Sponsorship of "Fiesta Edinburg" Music Festival in the Amount of $20,000 as Requested by the Edinburg Chamber of Commerce.

Reviewed by:
Raudel Garza, Edinburg Economic Development Corporation Executive Director
Nelda Ramirez, Assistant City Manager

Prepared by:
Samantha Martinez, Business Operations Coordinator EEDC

Attachments:
A. Fiesta Edinburg 2025 Sponsorship Packet

2025 PROPOSAL

FIESTA EDINBURG

MUSIC FESTIVAL ✱ EST. 1968

Presented By :
Ronnie Larralde
Executive Director



About Us



The Edinburg Chamber of Commerce proudly presents the 56th Annual Fiesta Edinburg! This beloved event celebrates Edinburg, a 4x All-America City and the home of the county seat. Fiesta Edinburg offers a fun, family-oriented atmosphere filled with live entertainment, food, vendors, and the Heart of America Carnival.

We're excited to announce this year's festival will take place at the stunning Bert Ogden Arena, creating a memorable experience for attendees. Last year, Fiesta Edinburg attracted over 25,000 visitors, and with your support, we aim to draw an even larger crowd in 2025 with enhanced events and attractions.

As a corporate sponsor, this is your opportunity to showcase your business or organization to a broad audience.

Your partnership with the Edinburg Chamber of Commerce ensures the success of this vibrant community event, enhancing the quality of life for all. We extend our gratitude to the businesses and individuals who help make Fiesta Edinburg a success. We invite all citizens, businesses, and visitors to join us for an unforgettable celebration.

For more information on sponsorship opportunities or customized packages, please contact our Executive Director, Ronnie Larralde, at 956-383-4974. Thank you for your continued dedication to our Chamber and community.





Pachanga Title Sponsor

Investment:
$20,000

Exclusive Title Sponsorship Recognition: Official Fiesta Edinburg sponsor featured on all printed materials, media releases, and event branding.

- Extensive Media Coverage: Inclusion in radio campaigns, promotions, commercials, and live remotes.
- Prominent Branding: Logo placement on all event advertising materials, including digital platforms.
- Exclusive Press Recognition:
  - Highlighted in the Fiesta Edinburg press conference with verbal and visual acknowledgments.
  - Inclusion in "Thank You" ads in the Edinburg Chamber E-Newsletter and press releases.
  - Featured in the Big Check Presentation with accompanying photo opportunities.
- Exclusive Merchandise Branding: Logo included on official Fiesta Edinburg T-Shirts and 16 complimentary merchandise items.
- Year-Round Promotion:
- Recognition on the Chamber website as a premier sponsor.
- Company name featured on Chamber Digital Boards for 3 months.
- On-Site Branding:
  - Prominent logo/banner placement throughout festival grounds (provided and approved by the sponsor).
  - Business name announced on-site during festival programming.
- Engagement Opportunities:
  - Complimentary 20x20 booth with tent, table, and two chairs for exhibitor activities.
  - Recognition across all social media platforms (combined reach of over 39,000 followers).
- Exclusive Sponsor Benefits:
  - No competing sponsors in your category.
  - First right of refusal as Title Sponsor for subsequent Fiesta Edinburg events.
- VIP Experience:
  - 16 VIP tickets with access to the exclusive lounge for both concert days.





Sombrero Sponsor

Investment: $10,000

- Prominent Media Recognition:
  - Inclusion in all advertising materials and logo placement on event posters.
  - Featured in "Thank You" ads in the Edinburg Chamber E-Newsletter and press releases.
  - Participation in Big Check Presentation and photo opportunities.
  - Verbal and visual acknowledgment during the press conference.
- Branding Opportunities:
  - Logo on official Fiesta Edinburg T-Shirts.
  - Featured on the Chamber Digital Board for three months.
  - Year-round recognition on the Chamber website.
  - Prominent logo/banner placement on festival grounds (provided and approved by the sponsor).
  - Inclusion of one commercial float/vehicle in the Fiesta Edinburg Parade.
- On-Site Engagement:
  - Complimentary 10x10 booth for exhibitor activities.
  - Business name announced on-site during the festival.
- Social Media Reach: Recognition across all social media platforms (combined reach of over 39,000 followers).
- VIP Experience:
  - 8 VIP tickets with lounge access for two concert days.
  - 8 complimentary merchandise items.

Tardeada Sponsor

Investment: $3,000

- Media Recognition:
  - Inclusion in "Thank You" ads in the Edinburg Chamber E-Newsletter and press releases.
  - Participation in the Big Check Presentation with photo opportunities.
- Branding Opportunities:
  - Featured on the Chamber Digital Board for three months.
  - Prominent logo placement on the main stage and festival grounds (provided and approved by the sponsor).
- On-Site Engagement:
  - Complimentary 10x10 booth for exhibitor activities.
  - Business name announced on-site during the festival.
- Social Media Reach: Recognition across all social media platforms (combined reach of over 39,000 followers).
- VIP Experience:
  - 4 VIP tickets with lounge access for two concert days.
  - 4 complimentary merchandise items.

Parillada Sponsor



Investment: $1,000

- Media Recognition:
  - Inclusion in newspaper placements, "Thank You" ads, and press releases.
- Branding Opportunities:
  - Prominent logo/banner placement on festival grounds (provided and approved by the sponsor).
- Social Media Reach: Recognition across all social media platforms (combined reach of over 39,000 followers).
- VIP Experience:
  - 5 concert tickets with lounge access for one concert day.

Piñata Sponsor

Investment: $500

- Media Recognition:
  - Inclusion in "Thank You" ads, press releases, and newspaper ads.
- On-Site Branding: Business name announced on-site during the festival.
- Social Media Reach: Recognition across all social media platforms (combined reach of over 39,000 followers).
- VIP Experience:

3 concert tickets with lounge access for one concert day.





Thank You

WE LOOK FORWARD TO WORKING WITH YOU

BASIC INFORMATION

Company Name:		
Contact Name:	Title:	
Street Address:		
City:	State:	Zip Code:
Phone Number:	E-mail:	

LEVEL OF PARTICIPATION

☐ Pachanga Sponsor - $20,000	☐ Parillada Sponsor - $1,000
☐ Sombrero Sponsor - $10,000	☐ Pinata Sponsor - $500
☐ Tardeada Sponsor -$3,000	

COMPANY AUTHORIZED SIGNATURE:

BILLING INFORMATION

Payment Type:	☐ Credit Card	☐ Cash	☐ Check	☐ Send Invoice	☐ Other
Credit Card Number:				☐ Visa ☐ AMEX	☐ MC
Name on Credit Card:					
Expiration Date: /		CVV #:		Zip Code:	
Authorized Signature:			Date:		

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.B.
2024-2025 Staffing Services Agreement

1. **Agenda Item:**
Consider Approval of the Fiscal Year 2024-2025 Staffing Services Agreement Between the City of Edinburg and Edinburg Economic Development Corporation. [Raudel Garza, Edinburg EDC Executive Director]

2. **Description:**
The City of Edinburg provides the EEDC with services as listed below. The amount for these administrative services is $350,000 as described in the agreement. The City shall submit invoices quarterly to the EDC and reimbursement shall be due within 30 days.

- Accounting and financial services, including but not limited to monthly financial statements acceptable to the Board;
- Human Resources services, including payroll and benefits management;
- Information technology services; and
- Media and communications services.

(The Edinburg EDC Board Approved this Item by a Vote of 6-0 on January 20, 2025)

3. **Staff's Recommendation:**
Approve the Fiscal Year 2024-2025 Staffing Services Agreement Between the City of Edinburg and Edinburg Economic Development Corporation.

Reviewed by:
Raudel Garza, Edinburg Economic Development Corporation Executive Director
Nelda Ramirez, Assistant City Manager

Prepared by:
Samantha Martinez, Business Operations Coordinator EEDC

Attachments:
A. FY25 Staffing Service Agreement

STAFFING SERVICES AGREEMENT
EDINBURG ECONOMIC DEVELOPMENT CORPORATION
AND CITY OF EDINBURG, TEXAS FY 2025

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Staffing Services Agreement ("Agreement") is made and entered into by and between the City of Edinburg, Texas (the "City") and the Edinburg Economic Development Corporation ("EDC").

WHEREAS, pursuant to The Texas Development Corporation Act, Texas Local Government Code Chapters 501, 502 and 505 (the "Act"), the City created the EDC and collects, on behalf of the EDC, an additional sales and use tax of which a portion may be used by the EDC to pay certain administrative costs; and

WHEREAS, the EDC desires to utilize certain services and support of City staff in furtherance of its work to promote economy and efficiency in the use of the additional sales tax revenues it receives; and

WHEREAS, the City has determined that providing certain personnel and services to the EDC will be mutually beneficial to the City and the EDC, will promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the EDC; now, therefore,

FOR AND IN CONSIDERATION of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the EDC hereby agree as follows:

1. **Services**

The EDC shall utilize City employees to perform the following services for and on behalf of the EDC:

a. Accounting and financial services, including but not limited to monthly financial statements acceptable to the Board;

b. Human Resources services, including payroll and benefits management;

c. Information technology services; and

d. Media and communications services.

2. **Responsibility Conflicts**

The City and EDC acknowledge that from time to time conflicts between a city employee's primary responsibilities to the City and requests for services from the EDC may arise. The City and the EDC encourage employees to bring conflicts to the attention of the City Manager, who shall consult with the EDC Executive Director as necessary to prioritize demands and resolve any

conflicts. If such conflicts cannot be resolved through informal discussions, the EDC may provide written notice to the City and provide the City a period to cure of 30 days. If reasonable conflicts continue past this cure period and result in material loss or hardship to the EDC, the EDC may terminate the Services listed above that are the reason for the material loss or hardship and the EDC shall no longer be required to pay for such Services for the remainder of the term.

City employees performing services for the EDC are subject to applicable City policies at all times.

3. Facilities and Equipment

The City shall provide facilities and equipment for the EDC's use when requested by the EDC. The City Manager shall consult with the EDC Executive Director as necessary to assign and schedule such facilities and equipment.

4. Consideration

Subject to the conflicts provision above and the paragraph below, the EDC agrees to pay a sum of $350,000 for services to be performed for FY 2025. This amount is based on the City's reasonable estimate for time City employees are anticipated to spend performing services on behalf of the EDC and the EDC's use of City facilities and equipment during the term of this Agreement. City shall submit invoices quarterly to the EDC and reimbursement shall be due within 30 days.

5. Term

The term of this Agreement shall be October 1, 2024, to September 30, 2025.

6. Notice

All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

City of Edinburg
Attention: City Manager
415 W. University Drive
Edinburg, Texas 78539

Edinburg Economic Development Corporation
Attention: Executive Director
3111 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

7. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the EDC and shall not be construed to confer any benefit or right upon any other parties.

8. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

9. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Edinburg, Texas and the Edinburg Economic Development Corporation, as of _____, 2025.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____

Clarice Y. Balderas, City Secretary

EDINBURG ECONOMIC DEVELOPMENT CORPORATION:

BY: _____

EEDC Board President

ATTEST:

BY: _____

EEDC Board Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.C.
Edinburg Police Academy

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) Between the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Plant Protection and Quarantine (PPQ) Moore Air Base and the City of Edinburg. [Jaime Ayala, Chief of Police]

2. **Description:**
The Edinburg Police Department is applying to the Texas Commission on Law Enforcement (TCOLE) to become a contractual training provider. This will allow the Edinburg Police Department to come out from under the umbrella of the Lower Rio Grande Valley Development Council (LRGVDC) and create the Edinburg Police Academy. The Edinburg Police Academy will manage the operational requirements and training curriculum standards as per TCOLE.

As a contractual requirement, the Edinburg Police Academy is required to maintain police driving facility or maintain a contact for the use of a facility that provides an adequate amount of space and access to be utilized as police driving facility. This requirement is established in the Texas Administrative Code, Title 37, Part 7, Chapter 215, Rule 215.2 (c)(5). The USDA's Moore Air Base has agreed to enter into a memorandum of understanding with the City of Edinburg to give access to facility space as police driving facility.

The City of Edinburg's Police Department has used USDA's Moore Air Base in the past for EVOCC training through its partnership with the Lower Rio Grande Valley Development Council. The Edinburg Police Department has over seven (7) years of experience administering training resources and programs for the development of qualified law enforcement officers through the region.

This MOU will become effective upon date of final signature and will continue in effect for five (5) years. This MOU may be terminated at any time by mutual agreement of the Parties in writing, or by either party with sixty (60) days advance notice in writing to the other party. There is no financial impact associated with entering into the MOU.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) Between the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Plant Protection and Quarantine (PPQ) Moore Air Base and the City of Edinburg.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Chad Dufner, Assistant Police Chief
Iris Alvarado, Management Services Administrator

Attachments:

A. MOU Moore Air Base and Edinburg II

USDA, APHIS Agreement#	
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
THE CITY OF EDINBURG (CITY OF EDINBURG, COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
PLANT PROTECTION AND QUARANTINE (PPQ)
MOORE AIR BASE

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to establish the Parties' mutual and individual responsibilities regarding the provision of the facility space in the Moore Air Base by USDA Plant Protection and Quarantine (PPQ) for use by the City of Edinburg's (CITY OF EDINBURG) Police Academy. The Police Academy seeks access to the facility for the purpose of conducting its Emergency Vehicle Operations Course (EVOC) Training. Both parties recognize that Moore Air Base is an active airport, and that safe and secure flight operations are a primary, critical concern for all decisions made about every program or activity that occurs at the facility.

ARTICLE 2 - BACKGROUND

The Edinburg Police Academy is a contractual training provider for the Texas Commission on Law Enforcement (TCOLE). As a contractual requirement, the Edinburg Police Academy is required to maintain a police driving facility or maintain a contact for the use of a facility that provides an adequate amount of space and access to be utilized as a police driving facility. This requirement is established in the Texas Administrative Code, Title 37, Part 7, Chapter 215, Rule 215.2 (c)(5).

The City of Edinburg's Police Department has used USDA's Moore Air Base in the past for EVOCC training through its partnership with the Lower Rio Grande Valley Development Council. The Edinburg Police Department has over 7 years of experience administering training resources and programs for the development of qualified law enforcement officers through the region. Edinburg Police Academy utilizes a wide-variety of law enforcement instructors to provide a comprehensive, diverse academy, incorporating the expertise of some of the finest training officials in the region.

Edinburg currently has partnerships with law enforcement agencies such as the Cities of Mission, Hidalgo, Edinburg, Harlingen and San Benito to provide instructors and training site locations that offer accessible day & night training locations across the Rio Grande Valley. The City of Edinburg's primary goal is to provide a premier, valuable training resource for citizens of the area and produce highly qualified, professional law enforcement officers to serve and protect the citizens of the Rio Grande Valley.

USDA, APHIS Agreement #	
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	

ARTICLE 3 - AUTHORITIES

Under the Plant Protection Act (PPA), as amended, (7 USC §§ 7701 et. seq.), the Secretary of Agriculture is authorized to issue regulations and orders to prevent, detect, control, eradicate, suppress, or retard the spread of plant pests or noxious weeds into or within the United States and to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, domestic or international associations, and other persons to carry out the purposes of the PPA.

TCOLE is a state agency created by an act of the 59th Legislature. Senate Bill (SB) 236, which became effective on August 30, 1965. The composition of TCOLE is defined by Texas Occupations Code, Section 1701.051 and is governed by nine commissioners, appointed by the governor. The commissioners are separated into three categories in which three must be chief administrators of law enforcement agencies, which include sheriffs, constables and chiefs of police, three must be persons licensed by TCOLE and two of whom must be peace officers in non-superviso1y positions with a law enforcement agency when appointed by the governor while three must be private citizens with no direct connection with the field of law enforcement. The mission of TCOLE, as a regulatory State agency, is to establish and enforce standards to ensure that the people of Texas are served by highly trained and ethical law enforcement, corrections, and telecommunications personnel.

ARTICLE 4 - MUTUAL RESPONSIBILITIES

The Cooperator and APHIS mutually agree to/understand that:

a. This MOU supersedes all existing or previous MOUs concerning Edinburg Police Academy, and supplements and/or amendments thereto, between the Parties relating to any of the activities described under Article 1 - Purpose and Article 2 - Background.

b. Programs and activities initiated to carry out the purposes of this MOU shall be planned, agreed upon, and implemented jointly by the Parties. Both parties recognize that Moore

Air Base is an active airport, and that safe and secure flight operations are a primary, critical concern for all decisions made about every program or activity that occurs at the facility.

c. Any things of value that a Party contributes under the auspices of this MOU, including but not limited to funds, personnel, facilities, supplies, and equipment, shall be specified, and agreed to by execution of a separate and distinct written agreement, apart from this Memorandum, that is in compliance with all applicable Federal and State laws and regulations.

d. Periodic progress reports of programs and activities covered by this MOU shall be prepared and furnished by each of the cooperating Parties, as required and/or mutually agreed upon by the Parties.

USDA, APB.IS Agreement#	
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	

ARTICLE 5 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to:

a. Designate Jaime Ayala, Edinburg Police Chief, as its authorized representative who shall be responsible for administering all programs and activities conducted under this MOU. Chief Ayala's contact information is (956) 289-7745, located at 1702 S. Closner Blvd., Edinburg, TX 78539.

b. Provide written request for facility use at USDA Moore Air Base, at least 30 days prior to the date of the event; henceforth, providing the date of the request, the hours scheduled for training and the extent of the training course at USDA Moore Air Base; the name of the Primary Instructors and any other staff who will be attending; and the name of all police cadets participating.

c. Edinburg Police Academy shall maintain all training records associated with the use of the Moore Air Base for a period of five years. This record keeping is in alignment with Texas Administrative Code, Title 37, Part 7, Chapter 215, Rule 215.9 (3)(J)

e. Edinburg Police Academy shall maintain insurance to use the facility. Currently, the Edinburg Police Academy maintains insurance through the Texas Municipal League Intergovernmental Risk Pool (TMLIRP). In the event the insurance provider or coverage is changed, a copy shall be provided to the APHIS' through the Facility Supervisor, Authorized Departmental Officer's Designated Representative (ADODR)/Program Manager (PM).

ARTICLE 6 -APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate in writing to the Recipient APHIS' Authorized Departmental Officer's Designated Representative (ADODR)/Program Manager (PM) who shall be responsible for collaboratively administering the activities conducted under this MOU. Should this individual be temporarily detailed to another position or on extended absence, a letter will be issued to the Recipient by the APHIS signatory official to appoint a temporary ADODR/PM.

b. APHIS's ADODR/Program Manager will respond to Edinburg Police Academy written requests to use the facility within 10 business days of receiving such a request.

USDA, APHIS Agreement#	
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	

ARTICLE 7 - DATA SHARING AND RESPONSIBILITIES

a. Data to be Shared: The Parties agree to provide plant protection and quarantine data to each other. The data to be provided to each Party by the other Party includes, but is not limited to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each party is responsible for transmitting the provided data to its own authorized employees, Recipients, and contractors as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities. Each party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other party is not released to anyone that is not authorized to receive it.

b. Data Utilization: The Parties agree that the provided data will only be used in the administration and enforcement of each party's respective plant health laws and regulations. Data provided-by the Parties under this Agreement may be used to ensure compliance with their respective plant health laws and regulations; to respond to domestic plant pest and disease emergencies, interceptions, and trace backs; to enhance delivery of pest exclusionary programs and activities; to support pest surveying activities; to develop quarantines and other appropriate measures for pest management and mitigation; to implement or improve international pre-clearance and/or pest eradication programs and activities, pest risk assessments, phytosanitary trade support, and the issuance of plant protection and quarantine permits; and to develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities. Each party agrees that it will ensure that the provided data is used only for purposes specified in this Agreement and only in a manner consistent with the provisions of the Plant Protection Act.

c. Data Restrictions: The Recipient agrees and acknowledges that the data provided by APHIS pursuant to this Agreement is solely APHIS data and as such is or may be subject to the confidentiality provisions of 7 USC §8791 of the Food, Conservation, and Energy Act of 2008, (formerly Section 1619 of the 2008 Farm Bill) and the Privacy Act of 1974 and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by 7 USC §8791. The Recipient further agrees and acknowledges that if7 USC §8791 does apply to some or all of the APHIS provided data, that pursuant to 7 USC §8791, the Recipient is bound to and will comply with 7 USC §8791 (copy attached as Appendix A) and related APHIS guidance. The Recipient understands that it may not release any of the data provided by APHIS since it is Federal Government data and it agrees to refer any and all requests for the data provided by APHIS, not otherwise authorized to be released under this Agreement and applicable Federal laws and regulations, to the **USDA, APHIS, Legislative and Public Affairs, Freedom of lnformation and Privacy Act Office, 4700 River Rd. Unit 50, Riverdale, MD 20737, Telephone: (301) 851-4102.** Additionally, the Recipient agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS to protect from release or disclosure any data provided by APHIS that is subject to 7 USC §8791.

USDA, APHIS Agreement#	
Cooperator Agreement #	
Cooperator Tax Id #	
Expiration Date	

ARTICLE 8 - STATEMENT OF NO FINANCIAL OBLIGATION

Signature of this MOU does not constitute a financial obligation on the part of APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value are not authorized under this MOU.

ARTICLE 9 - LIMITATIONS OF COMMITMENT

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the Parties.

ARTICLE 10 - CONGRESSIONAL RESTRICTION

Under 41 USC 6306, no member of or delegate to Congress shall be admitted to any share or part of this MOU or to any benefit to arise therefrom.

ARTICLE 11 -NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where application, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - LIABILITIES

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 240l(b), 2671-2680).

ARTICLE 13 - INTERNATIONAL LAW

This MOU does not constitute a binding obligation under the laws of any foreign country, and the United States of America, or international law.

ARTICLE 14-AMENDMENTS

This MOU may be amended at any time by mutual agreement of the Parties in writing.

USDA, APHIS Agreement#	
Cooperator Agreement#	
Cooperator Tax Id #	
Expiration Date	

ARTICLE 15 -TERMINATION

This MOU may be terminated at any time by mutual agreement of the Parties in writing, or by either party with sixty (60) days advance notice in writing to the other party.

ARTICLE 16 -EFFECTIVE DATE AND DURATION

This MOU will become effective upon date of final signature and will continue in effect for 5 years.

THE CITY OF EDINBURG, TEXAS

_____

Ramiro Garza, Jr.
Mayor

ATTEST

_____

Clarice Balderas
City Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL
AND PLANT HEALTH INSPECTION SERVICE

_____

Craig Southwick, Associate Executive Director Date

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.D.
FY 2024 Operation Stonegarden Grant

1. **Agenda Item:**
Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Office of The Governor for the Fiscal Year 2024 Operation Stonegarden Grant (OPSG) Program and Execute Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Fiscal Year 2024 Operation Stonegarden Grant Program (OPSG) supports enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and local, tribal, territorial, state, and federal law enforcement agencies. Funding is provided to support joint efforts to secure the United States' borders along routes of ingress from international borders, including travel corridors in states bordering Mexico. The OPSG Program is designed to disrupt smuggling and other criminal activities that affect the City of Edinburg and may have national consequences.

Funding in the amount of approximately $310,000 will be used to compensate for overtime and fringe costs for Commissioned Police Officers and Emergency Communications Dispatchers to enhance patrols along the Interstate 69C corridor to disrupt the trafficking of persons, drugs, and weapons smuggled into and through Texas. The request also includes 10 license plate reader cameras that will be used to assist officers in monitoring the City of Edinburg and deter criminal activity; service fees for 16 previously-funded license plate readers; and a vehicle that will be used to patrol along I69C and throughout the City of Edinburg. The Edinburg Police Department requests the City Council's consideration and approval for ratification of the submission of the grant application to advance the department with the grant opportunity.

The City was advised of this funding opportunity on January 29, 2025. The submission deadline for this program was January 31, 2025, which did not provide time for City staff to present the resolution to the City Council prior to the submission of the grant application. Due to time constraints, the staff submitted the grant application and is requesting ratification of the submission. The performance period is one year, beginning March 1, 2025, to February 28, 2026. Official award notification is anticipated by May 2025.

There is no fiscal impact on the General Fund budget, and no matching funds are required. Procurement will adhere to federal, state, and City policies as required.

The grant will cover overtime and fringe costs for Commissioned Police Officers and Emergency Communications Dispatchers. The funds will be used to increase patrol and investigative activities and provide communication support to officers. Staff recommends ratifying the grant application submission to maximize the funding opportunity and reduce budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Ratifying the City Manager's Submission of a Grant Application to the Office of the Governor for the Fiscal Year 2024 Operation Stonegarden Grant (OPSG) Program and Execute Documents Related Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst

Attachments:
A. FY 2024 OPSG Resolution

RESOLUTION NO. _____

THE STATE OF TEXAS	**§**	**RATIFYING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2024 OPERATION STONEGARDEN GRANT (OPSG) PROGRAM AND TO EXECUTE DOCUMENTS RELATED THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor for the Fiscal Year 2024 Operation Stonegarden Grant (OPSG) Program for approximately $310,000 for overtime costs, license plate readers and one vehicle; and

WHEREAS, the grant does not require a local match; and

WHEREAS, the Fiscal Year 2024 Operation Stonegarden Grant performance period is from March 1, 2025, to February 28, 2026; and

WHEREAS, the City of Edinburg agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS THAT:

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council hereby ratifies the City Manager's submission and execution of grant application to the Office of the Governor for the Fiscal Year 2024 Operation Stonegarden Grant (OPSG) Program, and the authorized official is given the power to apply for, accept, reject, alter, terminate and execute all grant documents on behalf of the applicant agency.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is

expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 4th day of February, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

Approved as to form:

By: _____
Josephine R. Solis
City Attorney

Application No. 3172510

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.E.
FY 2026 Criminal Justice Grant Program

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Criminal Justice Grant Program, and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2026 Criminal Justice Grant Program on December 16, 2024. This program funds projects that promote public safety, reduce crime and improve the criminal justice system. The Edinburg Police Department (EPD) is requesting fifteen (15) portable radios. The portable radios will allow the police department to have reliable, instant, two-way communication and be up to date with the most recent update.

EPD will request fifteen (15) portable radios totaling approximately $105,000 and requires no local match. If awarded, any cost over the grant award amount will need to be considered and appropriated from the Fiscal Year 2026 General Fund.

The deadline for the grant application is February 13, 2025. The period of performance is twelve months, beginning October 1, 2025 through September 30, 2026. The award notification is anticipated by Summer 2025.

Procurement will adhere to federal, state and city policies as required.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor, Under the Fiscal Year 2026 Criminal Justice Grant Program, and Execute Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:
A. FY 2026 Criminal Justice Grant Program Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, UNDER THE FISCAL YEAR 2026 CRIMINAL JUSTICE GRANT PROGRAM AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor, under the Fiscal Year 2026 Criminal Justice Grant Program to request fifteen (15) portable radios; and

WHEREAS, the grant does not require a local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to apply for, accept, alter, reject, terminate and execute any and all documents related to the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, under the Fiscal Year 2026 Criminal Justice Grant Program, 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 4th day of February 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

By: _____
Josephine R. Solis
City Attorney

Application Number: 5357001

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.F.
FY 2026 Project Safe Neighborhoods Grant Program

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Project Safe Neighborhoods Grant Program and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2026 Project Safe Neighborhoods Grant Program on December 16, 2024. The program funds projects designed to create and foster safe neighborhoods through a sustained reduction in violent crime, including but not limited to addressing criminal gangs and felonious possession and use of firearms. Applicants are required to develop data-driven strategies to target enforcement efforts in locations with significant violent crime problems and against offenders who are driving the violence.

The Police Department is seeking approximately $75,000 to compensate overtime and fringe costs for Commissioned Police Officers for targeted and prioritized enforcement in neighborhoods.

The deadline for the grant application is February 13, 2025. Period of performance is (1) one year, beginning October 1, 2025 – September 30, 2026. The award notification is anticipated by summer 2025. No matching funds are required.

This grant will provide overtime and fringe costs for Police Officers to target and prioritize enforcement in neighborhoods with significant violent crime problems. If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Project Safe Neighborhoods Grant Program and Execute Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:
A. FY 2026 Project Safe Neighborhoods Grant Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2026 PROJECT SAFE NEIGHBORHOODS GRANT PROGRAM AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City Council of the City of Edinburg finds it is the best interest of the citizens to submit a grant application to the Office of the Governor Fiscal Year 2026 Project Safe Neighborhoods Grant Program; and,

WHEREAS, the grant does not require a local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for 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 Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to apply for, accept, alter, reject, 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:

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, comply with applicable grant requirements as required by funding source, 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 4th day of February, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

By: _____
Josephine R. Solis
City Attorney

Application Number: 5356501

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.G.
FY 2026 General Victim Assistance Grant Program

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 General Victim Assistance Grant Program and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2026 General Victim Assistance Grant Program on December 16, 2024. The purpose of the grant is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.

The City of Edinburg was previously awarded the FY 2023, FY 2024 and FY 2025 General Victim Assistance Grant Program from the Office of the Governor to fund the salary and benefits of a second Crime Victim Liaison. Crime Victim Liaisons are expected to provide direct victim services; and to promote and educate the community and professionals about victim rights and services in an effort to identify and provide or refer them to needed services.

The Police Department is seeking to re-apply in order to keep funding the second Crime Victim Liaison position for another one-year period for FY 2025-2026. The Crime Victim Liaison's salary and fringe benefits are compensated through this grant.

The City is requesting approximately $40,000 to fund the salary, fringe benefits and overtime costs of the second Crime Victim Liaison. A 20% match is required of approximately $10,000 for a total project cost of approximately $50,000. The matching funds will need to be appropriated through the Police Department's Fiscal Year 2025 2026 General Fund Operating Budget. The City is responsible to pay any cost over the grant award amount for salaries and fringe benefits. If the grant is not awarded for the FY 2026 cycle, the salary and fringe benefits will be requested through the Police Department's FY 2025-2026 General Fund if the City intends to retain the awarded position. It is not required by the grant to retain the position.

The deadline for the grant application is February 13, 2025. The period of performance is 12 months, beginning October 1, 2025 through September 30, 2026. The award notification is anticipated by Summer 2025.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit Grant Application to the Office of the Governor Under the Fiscal Year 2026 General Victim Assistance Grant Program and to Execute Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:
A. FY 2026 General Victim Assistance Grant Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2026 GENERAL VICTIM ASSISTANCE GRANT PROGRAM AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City Council of the City of Edinburg finds it is in the best interest of citizens to submit a grant application for the Fiscal Year 2026 General Victim Assistance Grant to the Office of the Governor to continue funding the second Crime Victim Liaison position for another one-year period for FY 2025-2026. The Crime Victim Liaison's personnel costs are compensated through this grant; and,

WHEREAS, the Office of the Governor will pay grants on a cost reimbursement basis and the grant requires a 20 percent local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for 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 Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg designates the City Manager, as the grantee's authorized official, and the authorized official is given the power to apply for, accept, alter, reject, terminate and execute any and all grant documents on the behalf of the City.

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 authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, under the FY 2026 General Victim Assistance Grant Program to fund one (1) Crime Victim Liaison, 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 4th day of February 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

By: _____
Josephine R. Solis
City Attorney

Application Number: 4429504

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.H.
FY 2026 State Homeland Security Program – LETPA Projects(SHSP-L)

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities Projects (SHSP-L), and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2026 State Homeland Security Program - LETPA on December 16, 2024. This program supports state and local efforts to prevent terrorism and targeted violence and to prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.

The Edinburg Police Department (EPD) is requesting funds for two (2) Mobile Security Trailers to prevent acts of terrorism. The grant request is approximately $75,000 with no local match. If awarded, any cost over the grant award amount will need to be considered and appropriated from the Fiscal Year 2026 General Fund.

The deadline for the grant application is February 13, 2025. The period of performance is twelve months, beginning October 1, 2025 through September 30, 2026. The award notification is anticipated by Summer 2025.

Procurement will adhere to federal, state and city policies as required.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor, Under the Fiscal Year 2026 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities Projects (SHSP-L) and Execute Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:
A. FY 2026 State Homeland Security Program Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, UNDER THE FISCAL YEAR 2026 STATE HOMELAND SECURITY PROGRAM – LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES PROJECTS (SHSP-L) AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor, under the Fiscal Year 2026 State Homeland Security Program to request two Mobile Security Trailers; and

WHEREAS, the grant does not require a local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to apply for, accept, alter, reject, terminate and execute any and all documents related to the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, under the Fiscal Year 2026 State Homeland Security Program, 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 4th day of February 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

By: _____
Josephine R. Solis
City Attorney

Application Number: 5361001

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.I.
FY 2026 Violence Against Women Justice and Training Program Grant

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Violence Against Women Justice and Training Program Grant and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2026 Violence Against Women Justice and Training Program Grant on December 16, 2024. The purpose of the Fiscal Year 2026 Violence Against Women Justice and Training Grant is to solicit applications for projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence and stalking.

The Rape Aggression Defense (R.A.D.) training course is an internationally recognized program for sharing lifesaving information. R.A.D. provides women with an opportunity to acquire self-defense education in a relatively short period of time.

The Police Department is requesting funds to compensate overtime and fringe costs to educate the community, purchase protective gear and suits to hold the classes. The grant request is approximately $14,000, with a required 30 percent match of $6,000, for a total project cost of approximately $20,000. The matching funds will need to be appropriated through the Police Department's FY 2025-2026 General Fund Operating Budget.

The deadline for the grant application is February 13, 2025. The period of performance is twelve months, beginning October 1, 2025 through September 30, 2026. The award notification is anticipated by Summer 2025.

If awarded, procurement will adhere to federal, state and city policies as require.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor under the Fiscal Year 2026 Violence Against Women Justice and Training Grant Program and Execute Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management Services Administrator

Attachments:

A. FY 2026 Violence Against Women Grant Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2026 VIOLENCE AGAINST WOMEN JUSTICE AND TRAINING PROGRAM GRANT AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City Council of the City of Edinburg finds it is the best interest of citizens to submit a grant application to the Office of the Governor for the Fiscal Year 2026 Violence Against Women Justice and Training Program Grant to purchase protective gear and suits, seek grant funds to compensate overtime and fringe costs to educate the community; and,

WHEREAS, the grant requires a 30 percent local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for 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 Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg designates the City Manager, as the grantee's authorized official, and the authorized official is given the power to apply for, accept, alter, reject, terminate and execute any and all grant documents on the behalf of the City.

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 Council hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor for the Fiscal Year 2026 Violence Against Women Justice and Training Grant Program, and to alter, terminate, accept and execute 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 4th day of February 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

By: _____
Josephine R. Solis
City Attorney

Application Number: 4735403

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.J.
Fiscal Year 2025 State Homeland Security Program – Regular Projects Grant

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State Homeland Security Program – Regular Projects Grant and Execute Grant Documents Relating Thereto. [Omar Garza, Fire Chief]

2. **Description:**
The Office of the Governor announced the solicitation of grant applications for its Fiscal Year 2025 State Homeland Security Grant Program on December 16, 2024. The program funds projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. This funding supports state, tribal and local preparedness activities that address high-priority preparedness gaps in preventing, preparing for, protecting against, or responding to acts of terrorism.

The Fire Department seeks grant funds to purchase 74 hazardous materials suits, of varying levels, for first responders to utilize during Hazardous Materials incidents or man-made disasters related to terrorism. The grant request is approximately $30,500. The grant does not have a match requirement. Procurement will adhere to federal, state and city policies as required.

The deadline for the grant application is February 13, 2025. The period of performance is twelve months, anticipated to begin October 1, 2025 through September 30, 2026. The award notification is anticipated by Summer 2025.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve resolution authorizing the City Manager to submit a grant application to the Office of the Governor under the Fiscal Year 2025 State Homeland Security Program – Regular Projects Grant and execute grant documents relating thereto.

Reviewed by:
Omar Garza, Fire Chief

Prepared by:
Maricruz Tovar, Emergency Management Planner

Attachments:
A. FY 2025 SHSP Grant Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE FISCAL YEAR 2025 STATE HOMELAND SECURITY PROGRAM – REGULAR PROJECTS GRANT AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Office of the Governor is soliciting grant applications for the Fiscal Year 2025 State Homeland Security Program to support local preparedness activities that address high-priority preparedness gaps to prevent, prepare for, protect against, or respond to acts of terrorism; and,

WHEREAS, the City of Edinburg will be reimbursed for expenses to support local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of citizens; and,

WHEREAS, the City Council of the City of Edinburg finds it is the best interest of the citizens to submit a grant application for hazardous materials suits to the Office of the Governor under the Fiscal Year 2025 State Homeland Security Grant Program for local preparedness activities that address high-priority preparedness gaps in preventing, preparing for, protecting against, or responding to acts of terrorism; and,

WHEREAS, the grant does not require a local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for 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 Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to apply for, accept, alter, reject, 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:

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, comply with applicable grant requirements as required by funding source, to 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 4th day of February 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Yvette Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine R. Solis
City Attorney

Grant Application Number: 5009602

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.K.
Job Task Order No. 1 to Alvarado Architects & Associates, Inc.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Job Task Order No. 1 with Alvarado Architects & Associates, Inc. Based on RFQ 2024-08 for Architectural Services for Airport Terminal Improvements Not to Exceed $40,000.00 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies. [Eddie Velarde, Director of Aviation]

2. **Description:**
On July 16, 2024, the City authorized the submission of the Federal Airport Terminal Program (ATP) Grant application. On October 24, 2024, the City was awarded the grant in the amount of $500,000.00. With a required City/Sponsor match of 5% ($25,000.00), the total project funding amounts to $525,000.00.

This federal ATP grant, administered by the Texas Department of Transportation Aviation Division, aims to upgrade the terminal at South Texas International Airport at Edinburg to modern standards and ensure compliance with current Americans with Disabilities Act (ADA) regulations. The improvements covered under the grant scope include upgrades to the HVAC system, flooring, ceilings, lighting, windows, entrance doors, restrooms (both ladies' and men's), and various electrical, mechanical, and plumbing systems.

To maximize the use of construction funds, it would be more cost-effective to utilize general operating funds to complete the plans and specifications for the terminal upgrades. The project will include the development of a comprehensive set of plans and specifications suitable for permitting and construction. Additionally, it will involve supporting the contractor(s) and the City of Edinburg during the construction phase by addressing questions, providing clarifications, reviewing shop drawings, and distributing any additional drawings required due to design changes. The scope will also include conducting site observations, establishing Substantial Completion and Final Completion milestones, and assisting the City with any warranty requests for one year following the acceptance of Substantial Completion.

Funding is available in the South Texas International Airport at Edinburg Fund, General Operating Budget.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Job Task Order No. 1 with Alvarado Architects & Associates, Inc. based on RFQ 2024-08 for Architectural Services for Airport Terminal Improvements Not to Exceed $40,000.00 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Eddie Velarde, Director of Aviation

Attachments:

A. Notification to CoE of ATP award 10-22-2024
B. CoE Grants Administration affidavits from consultant
C. Federal System for Award Management registrant - Alvarado Architects
D. Job Task Order No. 1 Agreement
E. Alvarado Architects.UEI.Exp 10.08.25

Good afternoon Mayor Garza and Mr. Velarde,

On behalf of Senator Cornyn we would like to share a Department of Transportation grant award for the South Texas International Airport. Please see below.

Thank you for your service to our communities.

Best regards,

DEPARTMENT OF TRANSPORTATION
NOTICE OF AWARD
For Office of Senator John Cornyn

Date: **10/22/2024**
Grant: **FY 2025 Airport Terminal Program (ATP)**
Project: **Airport Terminal Program**
Locality: **Edinburg, TX**
Applicant: **South Texas International Airport at Edinburg**
Grant Amount: **$500,000**
Congressional Districts: **15**
DOT Agency Disbursing Funds: **Federal Aviation Administration**
DOT Agency Contact:

Description: **This award funds a portion of the reconstruction of the existing terminal to increase energy efficiency, enhance resiliency, meet current building codes, and improve accessibility for ADA compliance. This grant will fund a portion of the reconstruction of 4,630 square feet of existing terminal, which includes replacing the terminal roof, flooring and HVAC; reconstructing plumbing and mechanical systems; and reconfiguring restrooms that have reached the end of their useful lives.**

NOTICE TO CONGRESS OF DOT DISCRETIONARY GRANT AWARDS: This notification is provided to the Committee pursuant to one of the following requirements governing the public announcement of a Department of Transportation discretionary grant, letter of intent, or Federal Transit Administration full funding grant agreement:

(1) Currently applicable General Provision of the Appropriations Act, Continuing Resolution, or Supplemental Appropriation governing Department of Transportation appropriations, containing a prohibition on the use of funds made available unless the Secretary notifies the House and Senate Committees on Appropriation at least three full business days before the Department or its operating administrations announces any discretionary grant award, letter of intent, or full funding grant agreement from: (A) any discretionary grant or federal credit program of the FHWA, including the emergency relief program; (B) the airport improvement program of the FAA; (C) any program of the FRA; (D) any program of the FTA other than the formula grants and fixed guideway modernization programs; (E) any program of the Maritime Administration; or (F) any funding provided under the heading ˜National Infrastructure Investments” in the Appropriations Act;

(2) Section 311 of title 49, United States Code;

(3) Section 159(b) of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21); or

(4) Section 5334(j) of title 49, United States Code.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _✓_Yes ____No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: _HRJLKEKQE574__

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

Conflict of Interest Summary and Affidavit

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

January 8, 2025

Company/Vendor Name:

Alvarado Architects & Associates, Inc.

Printed Name and Title:

Erasmo Eli Alvarado III - Vice President

Authorized Signatory:



Certification Regarding Equal Employment Opportunity

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Alvarado Architects & Associates, Inc.

Address and Zip Code: 307 South Main Street
Donna, Texas 78537

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ✓ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required ✓

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Erasmo Eli Alvarado III - Vice President
(Name and Title of Signer – please type)



Signature

January 8, 2025
Date

HUD 4238

Certification Regarding Clean Air and Water

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Respondent 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: Erasmo Eli Alvarado III

Title of Contractor's Authorized Official: Vice President

Date: January 8, 2025

Certification Regarding Non-Lobbying Activities

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Erasmo Eli Alvarado III	Vice President
NAME	TITLE
	January 8, 2025
SIGNATURE	DATE

Non-Collusion Affidavit for Respondent

NON-COLLUSION AFFIDAVIT RESPONDENTS

State of Texas)
County of Hidalgo)
City of Edinburg)

Erasmo Eli Alvarado III, being the first duly sworn, deposes and says that:

1. He/she is Vice President (Owner, partner, etc.) Alvarado Architects & Associates, Inc. (Company) the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Date: January 8, 2025

Title: Vice President

SAM.GOV®

ALVARADO ARCHITECTS AND ASSOCIATES, INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
HRJLKEKQE574	**7TA32**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Oct 8, 2025**	
Physical Address	Mailing Address	
307 S Main ST **Donna, Texas 78537-3229** **United States**	**307 S Main ST** **Donna, Texas 78537-3229** **United States**	

Business Information

Doing Business as	Division Name	Division Number
ALVARADO ARCHITECTS & ASSOCIATES INC	**Alvarado Architects & Associates, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 34	**Texas / United States**	**www.alvaradoarchitects.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Oct 10, 2024	**Oct 8, 2024**	**Jan 31, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Aug 21, 1991	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Minority-Owned Business
Self Certified Small Disadvantaged 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	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**7TA32**

Points of Contact

Electronic Business

Erasmo E Alvarado, Vice President

307 S Main ST
Donna, Texas 78537
United States

Government Business

Erasmo E Alvarado, Vice President

307 S Main ST
Donna, Texas 78537
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541310**	**Architectural Services**

Product and Service Codes

PSC	PSC Name
C1AA	**Architect And Engineering- Construction: Office Buildings**
C1AZ	**Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings**
C1CA	**Architect And Engineering- Construction: Schools**
C1CZ	**Architect And Engineering- Construction: Other Educational Buildings**
C1DB	**Architect And Engineering- Construction: Laboratories And Clinics**
C1DZ	**Architect And Engineering- Construction: Other Hospital Buildings**
C1EB	**Architect And Engineering- Construction: Maintenance Buildings**
C1EZ	**Architect And Engineering- Construction: Other Industrial Buildings**
C1FA	**Architect And Engineering- Construction: Family Housing Facilities**
C1FB	**Architect And Engineering- Construction: Recreational Buildings**
C1FD	**Architect And Engineering- Construction: Dining Facilities**
C1GD	**Architect And Engineering- Construction: Open Storage Facilities**
C1GZ	**Architect And Engineering- Construction: Other Warehouse Buildings**
C1JA	**Architect And Engineering- Construction: Museums And Exhibition Buildings**
C1JZ	**Architect And Engineering- Construction: Miscellaneous Buildings**
C1LZ	**Architect And Engineering- Construction: Parking Facilities**
C1PA	**Architect And Engineering- Construction: Recreational Facilities (Non-Building)**
C211	**Architect And Engineering- General: Landscaping, Interior Layout, And Designing**
C215	**Architect And Engineering- General: Production Engineering**
C219	**Architect And Engineering- General: Other**
C220	**Architect And Engineering- General: Structural Engineering**

C221	**Architect And Engineering- General: Plumbing Systems**
C222	**Architect And Engineering- General: Electrical Systems**
C223	**Architect And Engineering- General: Mechanical Systems**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Texas	**TX: Hidalgo**	**TX: McAllen-Edinburg-Mission**

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

JOB TASK ORDER NUMBER ONE 1 TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ALVARADO ARCHITECTS & ASSOCIATES, INC. FOR THE AIRPORT TERMINAL IMPROVEMENTS

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and Alvarado Architects & Associates, Inc. dated August 20, 2024, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Alvarado Architects & Associates, Inc. (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 20, 2024** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Architectural Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Architectural, Services and other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide Architectural Services for the Airport Terminal Improvements as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number One (1) to the Agreement is hereby agreed to and included in the Agreement to provide for Architectural Services for the Airport Terminal Improvements at the amount not to exceed the proposed amount of $40,000.00, as set out in Exhibit "A" attached hereto.

If any of the terms of this Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Josephine R. Solis, City Attorney

ALVARADO ARCHITECTS & ASSOCIATES, INC.

BY:_____

Erasmo 'Ed' Alvarado, Jr., AIA
President
307 South Main St.
Donna, Texas 78537
Phone: (956)464-8258
Email: eli@alvaradoarchitects.com

Attachments: **Exhibit "A" Proposal of Job Task Order 2**
Exhibit "B" Agreement
Exhibit "C" Certificate of Insurance
Exhibit "D" 2 CFR Part 200-AppendexII, Federal Register

EXHIBIT “A”

Alvarado Architects & Associates, Inc. 307 S. Main St. Donna, TX 78537
Architects / Construction Mgrs./ Planners Tel. 956 464 8258 Fax 956 464 8268

January 09, 2025 **Revised**

Mr. Jose "Eddie" Velarde, Director of Aviation
South Texas International Airport at Edinburg – City of Edinburg
1300 E. FM 490
Edinburg, Texas 78540

RE: Fee Proposal Letter for City of Edinburg – Airport Terminal Rehabilitation

Dear Mr. Velarde,

Alvarado Architects & Associates, Inc. is pleased to submit our fee proposal to the City of Edinburg for the Airport Terminal Rehabilitation project, located in Edinburg, Texas, Hidalgo County. The preliminary scope of work will include ADA upgrades, Restroom renovations, new flooring, ceilings, lighting, doors, windows, painting, and other items requested by the City of Edinburg per a preliminary report provided. The following is a detailed description of how Alvarado Architects & Associates, Inc. will assist the City of Edinburg with the Airport Terminal Rehabilitation project.

BASIC SERVICES FOR SCOPE OF WORK:

1. Schematic Design - this phase will include developing a design of the Airport Terminal through rough sketches, space requirements and relationships, while taking into account the budget.

2. Design Development - after the Schematic Design, this phase will continue to refine the design of the Airport Terminal. While working in conjunction with the City of Edinburg's needs, the end result will be a final design of the Airport Terminal.

3. Construction Documents - this phase would develop a complete set of plans and specifications, suitable for permitting and construction of the City of Edinburg – Airport Terminal.

4. Construction Administration – Alvarado Architects & Associates, Inc. will assist the contractor and the City of Edinburg during the construction phase by answering questions, providing clarifications, reviewing shop drawings, distributing any additional drawings that may be required due to any design changes, conducting site observations, establishing Substantial Completion, and Final Completion of the project.

5. Warranty - this phase will include assisting the City of Edinburg with any warranty requests from one year after the acceptance of Substantial Completion.

COMPENSATION

Alvarado Architects & Associates, Inc. will provide full Architectural and Engineering basic services described above for a fee of $40,000.00. The estimated construction budget set by the City of Edinburg is $526,000.00 (Five Hundred Twenty-Six Thousand Dollars and no cents) plus any reimbursable expenses. Additional funds might be allocated by the City of Edinburg. Architect's Fee shall not exceed $100,000.00 (One Hundred Thousand Dollars and no cents) if a Job Task Order Amendment is approved. Compensation for Reimbursable expenses shall be billed at a rate of the cost-plus ten percent. Compensation is due thirty (30) days from receipt of invoice.

Compensation for each phase shall be as follows:

Schematic Design Phase	15%	(January 2025)
Design Development Phase	20%	(January 2025)
Construction Documents Phase	40%	(February 2025)
Bidding / Negotiating Phase	5%	(March 2025)
Construction Administration Phase	20%	(April 2025-December 2025)

Included in the fee above would be the following consultants:

a) Architectural
b) Structural Engineering (if required)
c) Mechanical Engineering
d) Electrical Engineering
e) Plumbing Engineering

Not included as part of this proposal is Surveying, Geo Technical / Material Testing services, Civil Engineering, Commissioning, TDLR / RAS State Reviews and/or Inspection fees, Construction fees, Permit Fees, windstorm requirements, additional insurances, reproduction costs, postage, delivery, photos, binders, exhibit boards, and any other miscellaneous requests made by the Owner or governing entity having jurisdiction over the project.

Should Additional Services be desired, it shall be billed at the following rate:

President / Partner	$250.00 per hour
Vice President	$225.00 per hour
Associate	$200.00 per hour
Project Architect	$150.00 per hour
Project Manager	$125.00 per hour
Intern / Field Representative	$100.00 per hour
Administrative Support	$ 75.00 per hour

No other costs or reimbursable expenses will be attached to the project without the written consent and approval by the Owner.

Again, Alvarado Architects & Associates, Inc. appreciates the opportunity in allowing us to submit our fee proposal. We look forward to another successful project with the City of Edinburg. Should you have any questions, please do not hesitate to contact us at 956-464-8258.

Sincerely,
Alvarado Architects & Associates, Inc.



Erasmo Eli Alvarado III
Vice President

Accepted by:

_____	_____
Mr. Jose “Eddie” Velarde, Director of Aviation South Texas International Airport at Edinburg City of Edinburg	Date

EXHIBIT “B”

THE CITY OF Edinburg

CONTRACT NO.
C-596-24

City Council Approved:
August 20, 2024

To:

Myra L. Ayala, City Manager/Marissa
Mardoqueo Hinojosa, City Engineer/Dayan
Clarice Balderas, City Secretary
Criselda Lozano, Purchasing Manager
Joe Rios, Central Files

From: Tidwell
Martha Tidwell Legal Assistant
City Attorney's Office
Phone: (956) 388-8923
Email: mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and Alvarado Architects & Assoc., Inc., for Professional Architectural Services, Pursuant to RFQ 2024-008.

COMMENTS:
08-26-24 Josie, please approve.
08-27-24 Marissa, please have City Manager sign and return to me. Thank you.
08-28-24 Clarice, please attest and return all originals to me for further processing.
08-28-24 Cris, attached is the 1295 for processing. VIA EMAIL ONLY.
08-28-24 Dayan, for your files. VIA EMAIL ONLY.
08-28-24 Joe, an original/counterpart for Central Files.

C-596-24

THE CITY OF Edinburg Engineering

RECEIVED AUG 26 2024 CITY ATTORNEY OFFICE

MEMORANDUM

DATE: 08/26/2024

TO: Myra L. Ayala, City Manager

FROM: Mardoqueo Hinojosa, P.E., City Engineer for M.H.

SUBJECT: AGREEMENT – ALVARADO ARCHITECTS & ASSOCIATES, INC. – RFQ NO.2024-008

Agreement between the City of Edinburg and Alvarado Architects & Associates, Inc. for Professional Architectural Services Rotation 2024-2026 Pursuant RFQ No. 2024-008.

Attachments requiring signatures:

(1) – Agreement

(1) – Form 1295

X Approved by City Council on 08/20/2024 .

City Council approved final form of the agreement on_____.

__Approval by City Council not required

__Meets purchasing requirements

__This item is Budgeted

N/A Right-of-way Dedication Exhibits completed and valid (including insurance certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____
Josephine Ramirez Solis, City Attorney

Approved by: _____
Myra L. Ayala, City Manager

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND ALVARADO ARCHITECTS & ASSOCIATES, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES PURSUANT RFQ NO. 2024-008**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Alvarado Architects & Associates, Inc.** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Architectural Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Architectural services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform professional architectural services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

Address
City, State Zip Code
Attn.: Contact

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 20th day of August 2024.

CITY OF EDINBURG:

BY:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____

Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

BY:_____

Josephine Ramirez Solis, City Attorney

ALVARADO ARCHITECTS & ASSOCIATES, INC.

BY:_____

Erasmo Eli Alvarado III
Vice President
307 South Main Street
Donna, Texas 78537
Phone: (956) 334-4145
Email: eli@alvaradoarchitects.com

Attachments: **Exhibit "A" RFQ 2024-008, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ALVARADO ARCHITECTS & ASSOCIATES, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES PURSUANT TO RFQ NO. 2024-008

THE CITY OF Edinburg

STATEMENT OF QUALIFICATIONS FOR ARCHITECTURAL SERVICES ROTATION



RFQ No. 2024-8

ALVARADO ARCHITECTS & ASSOCIATES, INC.

COVER LETTER

Section 01 - Introduction

July 16, 2024

Ms. Clarice Yvette Balderas, City Secretary
City Secretary Department (1st Floor)
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

RE: RFQ# 2024-8 Architectural Services Rotation

Dear Ms. Balderas:

Alvarado Architects & Associates, Inc. is pleased to submit our qualifications for Architectural Services to the City of Edinburg. After carefully evaluating your request, we have assembled this enclosed response.

With over 30 years of experience in serving the Rio Grande Valley, Alvarado Architects & Associates, Inc. is thoroughly familiar with renovations and new construction of public/municipal facilities. Our experienced team is committed to provide you with the most creative and innovative designs required to facilitate your needs. Our commitment to you will be to take the utmost care of detail in design while being fiscally responsible and our service will be unparalleled to anyone else. Alvarado Architects & Associates, Inc. is ready and willing to assist your needs in any way possible.

The team for the City of Edinburg project will be as follows: Mr. Erasmo "Ed" Alvarado Jr., AIA, President will be leading the design team; Mr. Eli Alvarado, Vice President will be responsible for contract administration, client relations and the point of contact for the city; Mr. Mario Garza Jr. will be project manager.

*We acknowledge that no addenda have been issued.

Again, Alvarado Architects & Associates, Inc. appreciates the opportunity in allowing us to submit our qualifications to you. Thank you for your consideration. We look forward to further presenting our qualifications and experiencing a successful working relationship together. Should you have any further questions, please do not hesitate to contact us at 956-464-8258.

Sincerely,
Alvarado Architects & Associates, Inc.

Erasmo 'Ed' Alvarado, Jr. AIA
President

Erasmo 'Eli' Alvarado, III
Vice President

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FIRM QUALIFICATIONS AND EXPERIENCE

Section 02 - Firm Information

A. FIRM NAME:
Alvarado Architects & Associates, Inc.

ADDRESS:
307 South Main Street
Donna, Texas 78537

PHONE NUMBER:
(956) 464-8258

FAX NUMBER:
(956) 464-8259

B. STRUCTURE OF FIRM:
Alvarado Architects & Associates, Inc. is structured as a corporation. Erasmo Alvarado Jr. has served as President of Alvarado Architects & Associates, Inc. since 1991. Erasmo Eli Alvarado III was named Vice President of Alvarado Architects & Associates, Inc. in 2016.

C. EMPLOYEES:
Alvarado Architects & Associates, Inc. currently employs 5 employees

D. HISTORY OF FIRM FOUNDATION:
Alvarado Architects & Associates, Inc. was founded in 1991. We have been in business for 33 years.

E. PRINCIPAL OWNERS:
Ed Alvarado, Jr. AIA President; Eli Alvarado III, Vice President; Irma Alvarado, Secretary/Treasurer

F. POINT OF CONTACT:
Erasmo Eli Alvarado III, Vice President
eli@alvaradoarchitects.com
Cell Phone Number
(956) 334-4145

G. ORGANIZATIONAL DESCRIPTION:

TEXAS REGISTRATION: No. 11954

HUB CERTIFIED: #1742613525100

PROFESSIONAL SERVICES:
Full Architectural Services, Planning, Design, District Facility Master Planning, Specifications, Project Coordinator, Facilitator, Facility Plans, Facility Assessments, Building Code Reviews, Engineering, Energy Audits, Indoor Air Quality Consulting, Technology, Communications Design, Life Safety, Security Design, Interior Design, Landscaping, Site Analysis, Site Planning, Site Selection.

H. HISTORY:
Alvarado Architects & Associates, Inc. was founded in 1991 by Erasmo "Ed" Alvarado, Jr. , President, AIA. After graduating from Texas A&M University Mr. Alvarado, a Rio Grande Valley native, returned home where he served as the lead designer for several local architectural firms. After persevering through the Architectural Depressions of the 1980's, Erasmo Alvarado, Jr. decided it was time to open up his own firm. Mr. Alvarado set up shop in his hometown of Donna, Texas.

Now, with over 30+ years experience dedicated to educational facility planning and design, Alvarado Architects & Associates, Inc. continues to deliver quality projects with an emphasis on customer service. In 2016 Erasmo Eli Alvarado, III joined Alvarado Architects & Associates, Inc., and as Vice-President he is dedicated to maintaining the customer service culture and work ethic established by

his father. Erasmo "Ed" Alvarado, Jr. and Erasmo Eli Alvarado, III are committed to their involvement on each and every project undertaken by the firm.

I. ABILITY TO PERFORM SERVICES:

Alvarado Architects & Associates, Inc. team is uniquely qualified to serve as the architect on your next project. We are commited to establishing a long term partnership. The team we have proposed was carefully assembled in order to not only bring you the best professional talent and a team that is deeply rooted in the Rio Grande Valley community, but also and even more importantly, has the relevant knowledge to deliver a successful project. Our team members have prior experience working in South Texas and know all the opportunities and challenges of designing and building a project in this region. Alvarado Architects & Associates, Inc. selected each of the design consultants based on their relevant experience, local offices in South Texas. Our team is well-suited to provide the best design possible in meeting the needs and requirements of the renovated buildings.

Alvarado Architects & Associates, Inc. strives to deliver the most efficient, functional and well-designed facilities that are within budget and on schedule. Our firm offers a design team that brings together multiple services within a single source. This allows an increased flexibility to react quickly to a variety of options and considerations. The following are services offered by our team, but are not limited to:

- Code Compliance
- Architectural Planning & Design
- Design/Build Delivery Method
- Construction Management
- Fast Track Construction
- Construction Administration
- Master Planning
- Computer Aided Design (CAD)
- Interior Design

No matter whether the design requires a new facility, a renovation, or an addition to an existing facility, our firm ensures that the highest level quality of service to its clients remains the same. Our goal is not only to meet your expectations but to exceed them.

FIRM HIGHLIGHTS

HUB Certified
Alvarado Architects & Associates, Inc. is a minority-owned business and has obtained HUB certification.

Commitment of Principals and Senior Level Personnel
Our Team is committing senior level, highly experienced personnel to the client's project. Alvarado Architects & Associates, Inc. is a hands-on firm and one of our Principals will be involved in all phases of the projects.

Local Construction Industry Experience
Our team has worked extensively in the South Texas region. With over 30+ years serving the Rio Grande Valley we are familiar and have knowledge of the local construction practices, procedures, regulations, soil and environmental conditions.

Local Office
Alvarado Architects & Associates, Inc. has a dedicated office located in Donna, Texas which is only 20 minutes from Edinburg. We can meet on a moments notice.

J. FIRM'S PHILOSOPHY:

Alvarado Architects & Associates, Inc., feel that the sole reason for our continued growth and success, can be summed up in three words: unparalleled customer service. Every aspect of our firm, from selection of personnel to design methods to construction services, has been strategically planned to respond to the specific needs of our clients. Our Firm will assist our clients in having the most efficient, functional and well-designed facilities within budget and time. No matter whether a design requires a new facility, a renovation, or an addition to an existing facility, our firm ensures that the high level of quality service to its clients remains the same. Our Firm provides multiple services with a single source of project leadership to ensure that responsibility is firmly established. This allows increased flexibility in react efficiently to a variety of options and considerations. Our goal is not only to meet your expectations, but to exceed them.

K. AVAILABILITY AND COMMITMENT

The Alvarado Architects & Assoicates, Inc. team is ready to begin work on your project immediately and ready to provide the proposed staff within this submittal and any other resources necessary to perform architectural services for this project. If awarded this assignment, the Alvarado Architects & Associates Inc. team commits to providing you with all the assistance you require. We have the capacity to provide you dedicated resources and the capability to provide additional specialty services if needed. We have the full range of experts that can help solve any challenge you may have.

WHAT SETS US APART

Alvarado Architects & Associates, Inc. has over 30 years of experience working on publicly funded institutions. We understand that we must perform well in order for our client to maintain its good standing in the community – to be able to return to the public for a positive vote in the future. This can only be accomplished when the voting public realizes that the value of their tax dollar has been respected. Having extensive experience in this environment, we know and understand, and can properly plan and schedule for City Staff Meetings, Council, Zoning, and other official meetings requiring prior public notice. We have ample respect and appreciation for the contribution of public servants wherein their available time is limited. Consequently, we must be prepared to fully illustrate with graphics, documents, schedules, and any other information that might enable our client to confidently make informed decisions without delay.

TEAM'S WORKING RELATIONSHIP

Alvarado Architects & Associates, Inc. is proud to propose the enclosed architectural team and engineering consultants. The consultants were selected based on previous projects, coordination proceedures and proximity to our office. Having a past working relationship allows us to listen and follow through in a quick and efficient manner with the Owners' questions and concerns.

The team we have assembled for your project provides all management, architectural planning, design and documentation to be delivered directly by Alvarado Architects & Associates, Inc.

PROJECT BUDGET CONSIDERATIONS

With over 30+ years in serving the Rio Grande Valley, Alvarado Architects & Associates, Inc. has created a database of construction costs for all of our projects. We begin in assisting the Owner at the beginning of each project in establishing a preliminary construction cost estimate for each project. During Design, we remain fiscally responsible in designing efficient building facilities while using low maintenance cost materials throughout the project. By incorporating Alternates, Allowances, and/or Contingencies, the Owner has the authority to pick and choose which items are to be included in the project. Once the project goes out for proposals, Alvarado Architects & Associates, Inc. will assist the General Contractor and ensure the project is within budget. During Construction, all contingencies will be carefully reviewed by Alvarado Architects & Associates, Inc. and no authorizations will be made unless approved in writing by the Owner.

DESIGN STANDARDS

Our team will first review and analyze the current City of Edinburg standards and will hold a focus meeting with Weslaco leadership to confirm the intent and direction of the standards. We will then identify any and all aspects of the standards that may have impact or influence on the scope of the project at hand. The project will develop within the design phases which will confirm Alvarado Architects & Associates, Inc.'s compliance with City's facility standards. A process of checks and balances in the design process will ensure the City's satisfaction with the project's relationship to established standards.

VALUE ENGINEERING

Alvarado Architects & Associates, Inc. works aggressively early on in the project to collaborate with the client's representative to provide pre-construction services such as scheduling, budget and constructability reviews. When the bids are over budget it is our utmost priority to make the project a reality. Once the contractor is under contract our team will work hand-in-hand to review project systems, material selections and site work to ensure the Owner is getting the best possible value.

QUALITY ASSURANCE/QUALITY CONTROL

From the very beginning of a project, our team strives to maintain design integrity and quality by working with the Owner to explore, define and document a concrete set of project goals that will be incorporated into the final solution. Our quality control program offers a comprehensive, multi-level system of checks and balances.

First and foremost, we understand the importance of assigning one single source of accountability that the Owner can depend on every time they pick up the phone and then having that representative act as the

daily liaison between all levels of project management - from project designers to construction phase field representatives.

In order to strive for error-free plans and specifications during the construction document phase, we initiate multilevel quality control program from the very beginning. Weekly coordination meetings with the architectural, mechanical, electrical, plumbing, structural and civil engineering teams will be held to discuss existing and potential problems and to find an immediate resolution for each. The bottom line is that quality assurance starts on the first day of work and is a continuous process through project completion.

QUALITY CONTROL DEPARTMENT

Alvarado Architects & Associates, Inc. is committed to providing quality support and training to our Staff through a responsive, systematic and consistent approach of compiling data, delivering valuable relevant information and providing timely quality project control reviews. We maintain a checklist of items to review, keep up with the latest construction methodologies and products and ensures our drawings meet the highest standards of quality. Alvarado Architects & Associates, Inc. have established a protocol for project quality review by senior staff at pertinent points during the project design and production phases in order to assess, direct and support project management of the project.

QUALITY CONTROL MAINTENANCE

Alvarado Architects & Associates, Inc. has also developed a comprehensive internal "checklist" that is addressed throughout the entire project to ensure items are not left off the drawings. Our architects will constantly review this checklist and cross-reference the construction documents for accuracy. In addition, every set of drawings generated at Alvarado Architects & Associates, Inc. is checked for final approval. The project schedule is also arranged so that a 10-day "proofing" period is allotted prior to releasing for bidding to allow for further coordination and evaluation of the drawings and specifications to ensure correctness.

TECHNICAL COMPETENCE

The team we've assembled is very qualified to address projects much like the one proposed. Alvarado Architects & Associates, Inc., especially, has specialized in this type of work for more than 30 years. Our proposed team is dedicated exclusively to pre-planning, programming, design and construction administration of similar event and institutional facilities. We pride ourselves on being leaders in our field and it is due to our experience that clients continue to come back to us time and time again to complete their projects.

COST ESTIMATING

Our team utilizes innovative methodologies when it comes to cost estimating. We maintain a comprehensive database of construction costs in the South Texas area. This allows us to better understand the "current state of the market" for southern Texas. With the aid of the latest computer software and up-to-date cost factors, our staff of professionals can deliver the detailed estimates required for building projects.

Together, our team will consistently meet client cost estimating objectives by:

- Joining with our clients to define and coordinate the project specifications, budget and schedule. Each must work in terms of the other and everyone involved must have a common understanding of the objectives.
- Designing an efficient plan – the ratio of gross to floor area must be low. Dollars spent on inefficient spaces and circulation do not contribute to the functional program.
- Selecting cost-effective materials and details – materials and details impact both initial and longer maintenance costs. These must be balanced against the funds available and conditions in the current construction market.
- Selecting cost-effective building systems (structural, MEP) – the most effective systems for a building may vary from year to year and region to region depending on conditions in the local market. The client and design team should explore a host of potential system options before fixing these important elements of the project.

- Writing specifications – having defined precisely the requirements to be met, specifications should afford bidders as much flexibility as practicability to offer high quality at the lowest cost.
- Bidding procedures – to provide flexibility, we often include a number of alternates in bid documents which affords clients the opportunity to adjust both scope and cost after bids are received.

DELOPING AND MAINTAINING WORK SCHEDULES

Our proposed team's standard procedures require all project managers to develop a work schedule at the startup of every project to match or beat the Owner's schedule. This schedule is regularly reviewed by both the Production Staff Manager and Design Studio Manager to ensure project staff will be appropriately sized and scheduled as work commences. Earmarking staff and assigning them as early as possible in the process ensures the controlled and reliable production of the quality work.

TIMELY COMPLETION

Alvarado Architects & Associates, Inc. has implemented step-by-step procedures to ensure a project stays on schedule. At the beginning of every project a Schedule of Services is generated to ensure all phases of the project are being met according to the contract. The Schedule of Services is generated directly with the Owner to ensure responsibilities of each party are also implemented in the schedule. Dates such as Facilities Meetings, Board Meetings, or any required presentations are incorporated for all necessary approvals.

Alvarado Architects & Associates, Inc. will work closely with the Owner to ensure project meeting timelines are met. We would recommend meeting on a weekly basis until the Program, Budget, and Schedule are satisfactory to the Owner. Then we will work towards the design of the project by implementing any of the Owner's Standards or Design Criteria. Once in the Construction Documents Phase, we will schedule meetings with the Owner until we receive a 100% review of the plans. During Construction, we will meet on site with the General Contractor on a weekly basis for the duration of the construction of the project.

Alvarado Architects & Associates, Inc. will supplement production capability to meet schedule demands, if and when necessary.

FIRM QUALIFICATIONS AND EXPERIENCE

Section 02 - Firm Information

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1742613525100**
Approval Date: **August 5, 2021**
Scheduled Expiration Date: **August 5, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Alvarado Architects & Associates Inc

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 5, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet **(https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp)** or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

FIRM QUALIFICATIONS AND EXPERIENCE

Section 02 - Firm Information

TEXAS Board of Architectural Examiners
Architects · Landscape Architects · Registered Interior Designers

THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS

Certifies that it has registered and authorized
to practice in the State of Texas

ERASMO ALVARADO Jr.
as
Architect

In testimony whereof this certificate has been issued
by the authority of this board Registration No: 11954

Renewal of this registration is due December 31, 2024

Copyright 2024 - Texas Board of Architectural Examiners

FIRM QUALIFICATIONS AND EXPERIENCE

Section 02 - Projects

YEAR	PROJECT NAME	CONTACT PERSON & TEL. #	DELIVERY METHOD (CMAR, DESIGN BUILD, LUMP SUM)	SCOPE SUMMARY	ACTUAL OR ESTIMATED COST	% COMPLETE OR DATE COMPLETED	CONTRACTUAL COMPLETION DATE
2024	City of Edinburg Animal Care Facility	Mardoqueo Hinojosa, City Engineer (956)388-8955 email: mhinojosa@cityofedinburg.com	Competitive Sealed Proposals	Addition Full Architectural Services	$600,000	Under Construction	2024
2022	City of Weslaco - Fire Station No. 3 Renovations	Andrew Munoz, Assistant City Manager/Aviation Director Weslaco Mid-Valley Airport (956) 968-3181 amunoz@weslacotx.gov	Competitive Sealed Proposals	Renovation Full Architectural Services	$500,000.00	On Hold	2023
2022	City of Weslaco - Public Works Recycling Bldg	Andrew Munoz, Assistant City Manager/Aviation Director Weslaco Mid-Valley Airport (956) 969-0291 amunoz@weslacotx.gov	Competitive Sealed Proposals	New Facility Full Architectural Services	$500,000.00	On Hold	2023
2021	City of Edinburg - Amphitheater & Water Garden	Mardoqueo Hinojosa, City Engineer (956)388-8955 email: mhinojosa@cityofedinburg.com	Competitive Sealed Proposals	New Facility Full Architectural Services	$3,050,000.00	Completed	2022
2021	City of Pharr - Northside Sports Complex Improvements	Sergio Alaniz, Director of Parks & Recreation (956) 787-5981 email: sergio.alaniz@pharr-tx.gov	Competitive Sealed Proposals	Renovation Full Architectural Services	$520,000.00	In Design	TBD
2021	City of Pharr - Javelina Sign	Sergio Alaniz, Director of Parks & Recreation (956) 787-5981 email: sergio.alaniz@pharr-tx.gov	Competitive Sealed Proposals	New Sign Full Architectural Services	$124,000.00	Completed	2022
2021	City of Pharr - Owassa Sign	Sergio Alaniz, Director of Parks & Recreation (956) 787-5981 email: sergio.alaniz@pharr-tx.gov	Competitive Sealed Proposals	New Sign Full Architectural Services	$100,000.00	In Design	TBD
2021	City of Pharr - Outdoor Shooting Range	Sergio Alaniz, Director of Parks & Recreation (956) 787-5981 email: sergio.alaniz@pharr-tx.gov	Competitive Sealed Proposals	New Facility Full Architectural	$3,160,000.00	In Design	TBD

YEAR	PROJECT NAME	CONTACT PERSON & TEL. #	DELIVERY METHOD (CMAR, DESIGN BUILD, LUMP SUM)	SCOPE SUMMARY	ACTUAL OR ESTIMATED COST	% COMPLETE OR DATE COMPLETED	CONTRACTUAL COMPLETION DATE
2020	City of Pharr - City Sign	Sergio Alaniz, Director of Parks & Recreation (956) 787-5981 email: sergio.alaniz@pharr-tx.gov	Competitive Sealed Proposals	New Sign - Full Architectural	$137,000.00	Completed	2021
2019	City of Edcouch - Community Center Building & Pool	Hugo Dela Cruz, City Manager (956) 720-2350 citymanager@cityofedcouch.org	Competitive Sealed Proposals	New Facility Full Architectural Services	$930,176.00	Completed	2020
2019	City of Donna - Public Safety Building	Carlos Yerena, City Manager (956) 464-3314 cmoffice@cityofdonna.org	Competitive Sealed Proposals	Renovation Full Architectural Services	$3,250,000.00	In Design	2021
2018	City of Grapevine - Landscaping Soccer Fields	Hilario	Competitive Sealed Proposals	New Facility Full Architectural Services	Undisclosed	Completed	2019
2018	City of Pharr - Parks and Recreation Dugouts	Sergio Alaniz, Director of Parks & Recreation (956) 787-5981 email: sergio.alaniz@pharr-tx.gov	Competitive Sealed Proposals	Renovation Full Architectural Services	$295,000.00	Completed	2019
2017	City of Weslaco - North Side Fire Station	Andrew Munoz, Assistant City Manager/Aviation Director Weslaco Mid-Valley Airport (956) 969-0291 amunoz@weslacotx.gov	Competitive Sealed Proposals	New Facility Full Architectural Services	$1,699,000.00	Completed	2019
2016	South Texas College – Regional Center for Public Safety Excellence	Rick De La Garza, Director of Facilities (956) 872-3737 rickdlg@southtexascollege.edu	Competitive Sealed Proposals	New Facility Full Architectural Services	$4,248,000.00	Completed	2018

City of Weslaco – North Side Fire Station



Project Name & Location: North Side Fire Station - Weslaco, TX

Name of Client: City of Weslaco
Andrew Munoz, Assist. City Manager Aviation Dir. Mid-Valley

- Address: 1909 Joe Stephens Ave., Weslaco, TX 78596
- Telephone Number: (956) 968-3181
- Email Address: amunoz@weslacotx.gov

Project Description: New Fire Station. A 6,000 sf. five bay garage for six fire apparatus vehicles and four emergency response trucks. The 4,000 sf. house side area of the facility contains a lobby, a computer reporting office, a kitchen, living room, restrooms and sleeping quarters for twelve fire fighters, private sleeping units for captains and laundry room.

Actual or Estimated Construction Cost: $1,699,000.00
Project Size: 10,000 sf

Year Project Completed or Percent Complete: Spring 2020

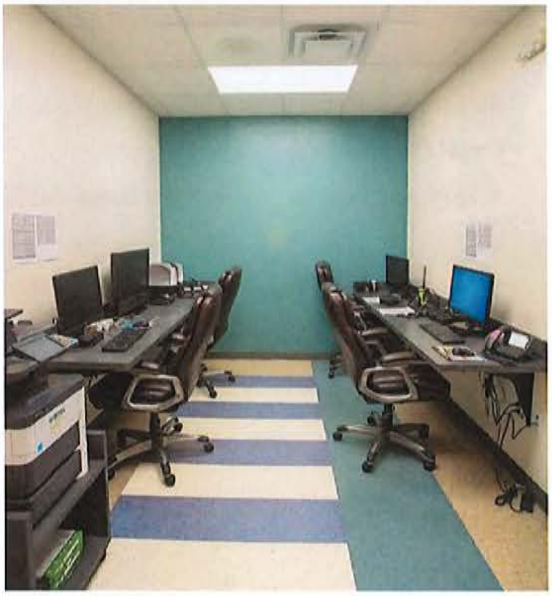
Services Provided: Full Architectural Services

Project Manager: Erasmo Eli Alvarado

Project Architect: Erasmo D. Alvarado Jr., AIA

Project Designer: Erasmo D. Alvarado Jr., AIA
Consultants: MEP - VME Engineering, Structural - Chanin Engineering, Civil - M Garcia Engineering





Hidalgo County Pct. 1 – Sunset Park Operations Facility



Project Name & Location: Sunset Park Operations Facility - Mercedes, TX

Name of Client: Hidalgo County Pct. 1
Carlos Del Angel, Executive Vice President

- Address: 900 S. Stewart Rd., Ste. 4, Mission, TX 78572
- Telephone Number: (956) 585-3773
- Email: carlos@B2ZENG.com

Project Description: New main operations facility with executive offices, staff cubicle pool, lockers for 50 field personnel, conference room with support spaces.

Actual or Estimated Construction Cost: $1,300,000.00

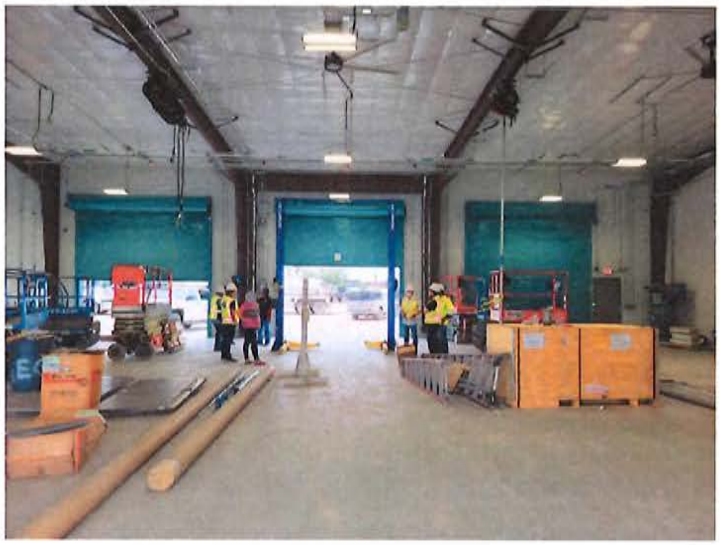
Project Size: 9,300 sf

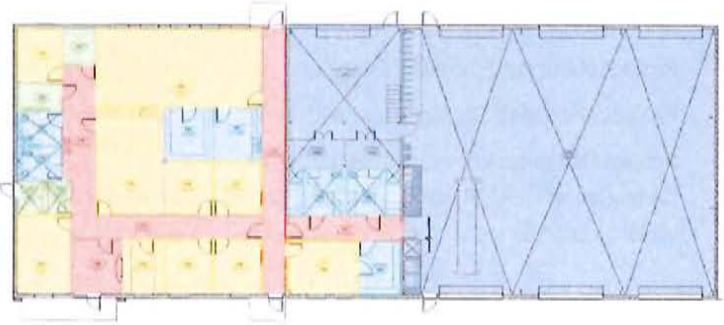
Year Project Completed or Percent Complete: Summer 2019

Services Provided: Full Architectural Services

Project Manager: Eli Alvarado

Project Architect: Erasmo D. Alvarado Jr., AIA





City of Donna – Public Safety Building



Project Name & Location: Public Safety Building - Donna, TX

Name of Client: City of Donna

Carlos Yerena, City Manager

- Address: 307 S. 12th., Donna, TX 78537
- Telephone Number: (956) 464-3314
- Email Address: cmoffice@cityofdonna.org

Project Description: Renovation and New Building. A 15,000 sf. facility with an administration, secured lobby, criminal investigation dept., patrol functions, processing, detention jail area with sally port, dipatch center, narcotics/armory/evidence and court room.

Actual or Estimated Construction Cost: $3,250,000.00

Project Size: 15,000 sf

Year Project Completed or Percent Complete: Under Design

Services Provided: Renovation/Full Architectural Services

Project Manager: Erasmo Eli Alvarado

Project Architect: Erasmo D. Alvarado Jr., AIA

Project Designer: Erasmo D. Alvarado Jr., AIA

Consultants: MEP - VME Engineering, Structural - Chanin Engineering, Civil -Urban Infrastructure Group Engineering

City of Edcouch - Community Center & Municipal Pool



Project Name & Location: Community Center and Municipal Pool - Edcouch, Texas

Name of Client: City of Edcouch
Manny Hernandez, Assistant City Manager
- Telephone Number: (956) 262-2140
- Email: mannyhernandez@cityofedcouch.org

Project Description: New community center with a large hall space, computer lab, confernece room, and public restrooms. The existing swimming pool was completely renovated and expanded with new filtration system, a beach entry, water slide, water sprinklers, new decking and a refurbished kiddie pool.

Actual or Estimated Construction Cost: $930,176
Project Size: 5,735 sf Community Center

Year Project Completed or Percent Complete: Fall 2020

Services Provided: Architect Basic Services

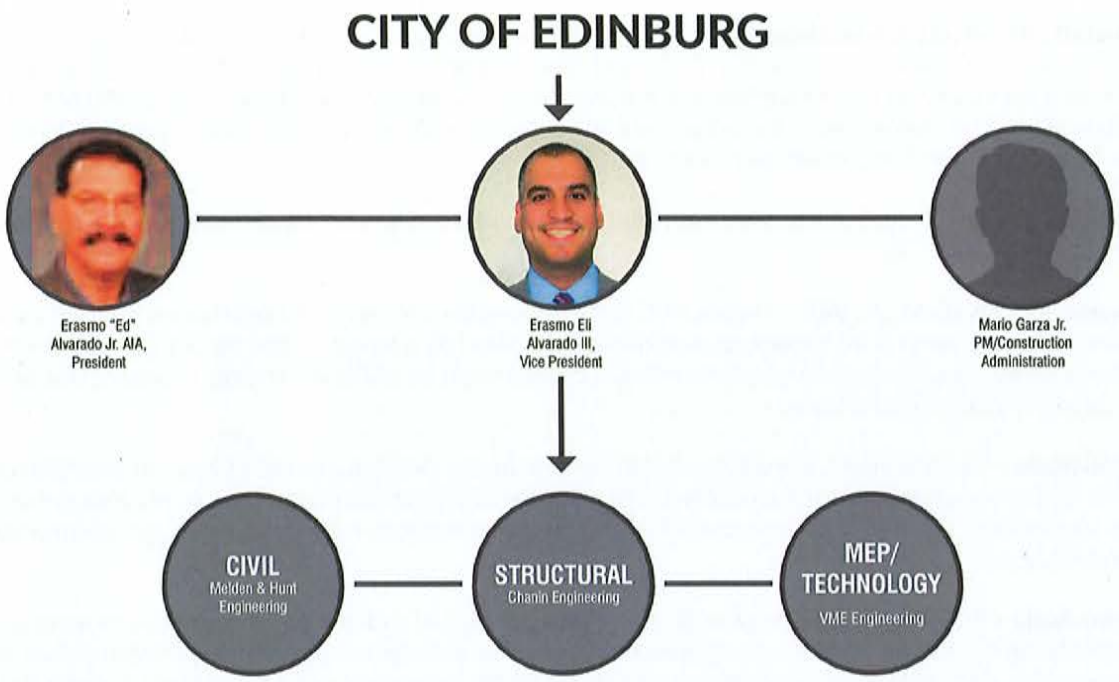
Project Manager: Eli Alvarado





TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Section 03 - Lines of Authority



CONSULTANT NAME	COMPANY NAME	FIRM SIZE	TYPE OF SERVICE	# OF YEARS IN BUSINESS	% OF TIME INVOLVEMENT
Miguel Chanin, PE State of Texas - Lic. #93127	Chanin Engineering, LLC (HUB CERTIFIED)	17 Employees	Structural Engineering Design	17+ Years	100%
Hector Ramirez, PE State of Texas - Lic. #103720	Chanin Engineering, LLC (HUB CERTIFIED)	17 Employees	Structural Engineering Design	17+ Years	100%
Mario Reyna, PE State of Texas - Lic. No. 117368	Melden & Hunt (HUB CERTIFIED)	50 Employees	Civil Engineering Design	9+ Years	100%
Fernando Gallegos, PE State of Texas - Lic. # 109882	VME Engineering, LLC	5 Employees	MEP Engineering Design	11+ Years	100%

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Section 03 - Resumes

Alvarado Architects & Associates, Inc. are committed to the City of Edinburg. Our team has sufficient staff and resources to meet the needs of the city and deliver projects on your schedule. We are committed to providing exemplary service throughout the duration of any project that may result. The percent of time that individuals will be involved with the project will of course depend on what the project turns out to be, and what the City's scheduling needs turn out to be.

The Alvarado Architects & Associates, Inc. team, led by the following qualified professionals, have all made a commitment to the City:

Erasmo 'Ed' Alvarado, Jr., AIA - President/C.E.O., responsible for contract negotiations and will oversee entire project. Erasmo is an experienced architect, who also has a lengthy track record working in the Rio Grande Valley area. Erasmo's involvement with the project might be 100% depending on project size, and will be throughout all project phases.

Eli Alvarado - Vice President, immediate availability and on-site decision making. Eli has run an architectural office for many years in the Rio Grande Valley, and is familiar with local conditions, consultants and contractors. Eli's involvement will be 100% and consist of day-to-day operations from design through construction & warranty phase.

Pedro Ayala - Project Manager, responsible for planning schedule and organizing resources to meet overall project budget, schedule, and Client requirements. Pedro has extensive management experience with projects of every size, and maintains a frequent presence in the South Texas area. Pedro's involvement might amount to 50%, throughout all phases but particularly in design phase.

Mario Garza Jr. - Construction Administration, responsible for site observation. Mario has experience working on projects from small scale single buildings to large campuses. Mario's involvement will begin in the early stages of design to 100% during construction.

Please see key personnel's resumes on the following pages.



ERASMO D. ALVARADO, JR., AIA

President/Architect

Mr. Alvarado offers extensive experience in educational, institutional and public facilities as well as medical, office, commercial and golf course design. His 38-year career has taken him to work for the ruler of dubai, united arab emerits, to operating his own office in the rio grande valley. As architect of record for Alvarado Architects & Associates, Inc., Mr. Alvarado is involved in design development, construction documents, quality control and quality assurance, contract management and negotiations, as well as the day-to-day operations of the company.

Education:

Bachelor of Architecture, Texas A&M University, 1970

Licensure:

Registered Architect No. 11954, State of Texas, 1987

PROJECT EXPERIENCE

GOV. PROJECTS:

City of Edinburg - Fire Dept. Training Facility
City of Edinburg - Promenade Park Amphitheater
City of Edcouch - Community Center and Pool
City of Pharr - Law Enforcement Firing Range
City of Weslaco - North Side Fire Station
Hidalgo Co. Pct. 1 - New Operations Offices
City of Donna - Big Joe Fitness Park
City of Donna - Altas Palmas Sports Park
City of Donna - Altas Palmas Restrooms
City of Pharr - Dr. William Long Park Master Plan
City of Pharr - James Box Park Master Plan
City of Pharr - Witten Park and Pharr Sports Complex Dugouts
City of San Benito - Fire Station No. 1
City of Monte Alto - Fire Station Addition

HIGHER EDUCATION PROJECTS:

SOUTH TEXAS COLLEGE
Pecan Campus Sand Volley Ball Courts

EDUCATIONAL PROJECTS:

50 Plus Educational Campuses Valley-Wide, including:

EDINBURG CISD
Freddy Gonzalez Elementary School Addtions/Renovations
ECISD Secured Entrances Phase III
Lincoln Elementary School Additions/Renovations

BROWNSVILLE ISD
Seven (7) Mini-Gyms for BISD, Brownsville, Texas

MISSION CISD
Tom Landry Hall of Fame Stadium Renovations
Mission CISD - Leo Najo Baseball Park Stadium Renovations
Mission CISD - Veterans Memorial High School Stadium Additions

DONNA ISD
Earl Scott Fieldhouse
Bennie La Prade Stadium Renovations
Donna High School - New Library
Basketball Shelters, Various Campuses (12-Mini Gyms)
Todd Junior High / Gymnasium A/C & Site Work Renovations
Stadium Additions (Toilets & Concessions)
High School Tennis Court & Professional Lighting & Infrastructure

DRISCOLL ISD
Elementary Cafetorium Addition & H.S. Gymnasium/Fieldhouse

LA VILLA ISD
Elementary New Gym
Pre-School Wing Renovations
Running Track Renovations

MONTE ALTO ISD
Elementary & Junior High School Cafetorium Additions
Gymnasium Renovations

PALMVIEW ISD
Palmview High School Additions

PROGRESSO ISD
Basketball Mini Gyms

TAFT ISD
Taft High School Re-Roofing and Lighting Controls
Taft H.S. HVAC Replacements, Building Controls & Lighting Upgrades
Taft ISD - Facilities Assessment
Taft ISD - Post Harvey Facilities Assessment

WESLACO ISD
Central Middle School Restroom Addition
Cuellar Middle School PE Pavilion
Mary Hoge Middle School PE Pavilion
East High School – Practice Gym Addition

ADDITIONAL PROJECTS:

Olmito, Texas Golf Course Development on 5,000 acres
"El Diablo" and "El Angel" Golf Courses
Bahia Mar Condominiums, South Padre Island, TX
Padre South Condominiums, South Padre Island, TX
Resort Palace in Hatta, United Arab Emerits
20+ Golf Courses, Nationwide and in Mexico
L&F, Rio Grande City, TX
L&F Warehouse, Harlingen, TX
Resort Parks in Weslaco (Pine to Palm Resort Park) & Donna

AFFILIATIONS:

Member American Institute of Architects
Member Rio Grande Valley AIA
Member Texas Society of Architects
Ex-Trustee Valley Baptist Medical Center
Ex-President/Foundation Board Knapp Medical Center, Weslaco, TX



ERASMO ELI ALVARADO, III

Vice-President

Eli has more than 18 years of experience in providing architectural planning, design development and construction administration services. He is responsible for planning, managing, and coordinating all phases of project development. He has joined his father's firm to their continued success. Eli is vastly familiar with the local codes and ordinances. He will be the local day-to-day contact and will ensure all projects are running on schedule, and he will serve the needs and objects of the Client.

Education:

Bachelor of Environmental Design, Texas A&M University

Licensure: A.R.E. Candidate

PROJECT EXPERIENCE

GOV. PROJECTS:

City of Edinburg - Fire Dept. Training Facility
City of Edinburg - Promenade Park Amphitheater
City of Edcouch - Community Center and Pool
City of Pharr - Law Enforcement Firing Range
City of Weslaco - North Side Fire Station
Hidalgo Co. Pct. 1 - New Operations Offices
City of Donna - Big Joe Fitness Park
City of Donna - Altas Palmas Sports Park
City of Donna - Altas Palmas Restrooms
City of Pharr - Dr. William Long Park Master Plan
City of Pharr - James Box Park Master Plan
City of Pharr - Witten Park and Pharr Sports Complex Dugouts
City of Progreso - New Police & Fire Station
US Customs & Border Protection - Annex Building A Renovations
City of San Juan - Public Safety Building

HIGHER EDUCATION PROJECTS:

SOUTH TEXAS COLLEGE
Pecan Campus Sand Volley Ball Courts
South Texas College
Pecan Plaza Police Station Renovation
STC - Regional Center for Public Safety Facility
STC - North Academic Building

TEXAS A&M UNIVERSITY
Texas A&M University - New McAllen Campus Multipurpose Academic Building
Texas A&M University – Corpus Christi
Momentum Sports Complex
Texas A&M University – Kingsville
Javelina Stadium Renovations

TEXAS SOUTHMOST COLLEGE
Relocation of Health Training Program Labs

THE UNIVERSITY OF TEXAS AT BROWNSVILLE
Oliveira Library Renovation
The University of Texas-Pan-American
Soccer, Track & Field Complex

TSTC - Building D (Dental Lab) Renovations

EDUCATIONAL PROJECTS:

EDINBURG CISD
Edinburg CISD Secured Entrances Phase III
Harwell Middle School
Elias Longoria Middle School
Freddy Gonzalez Elementary School Renovations
B.J. Garza Middle School Athletic Addtion

BROWNSVILLE ISD
Pace H.S., Porter H.S., and Hanna H.S. Gym Renovations
Ben Brite Elementary School
Edward Manzano Jr. Middle School
Thomas Keller Elementary School
Pace H.S. & Porter H.S. Field House
Central Annex Building Renovations
Porter H.S. – New 8th Tennis Court

New Performing Arts Center Master Plan
Central Middle School Renovations
Sams Stadium - Fieldhouse
Pace H.S. and Porter H.S. Fine Arts Building
BISD Performing Arts Center Masterplan

EDCOUCH-ELSA ISD
Demolition of Junior H.S.
New Special Education Facility
E.E.H.S. Benny Layton Stadium Track & Turf Field
E.E. Elementary School Abatement & Demolition
Parking Lots Project
Edcouch-Elsa High School Parking Lots Improvements
RCR Gym Mold Abatement & Roof Replacement
Ybarra M.S. Bandhall & Dressing Room Renovations
Ybarra M.S. Gym Floor Replacement
E.E.H.S. Capello Gym and Fieldhouse Roof Replacement

DONNA ISD
New Donna North High School & CATE Building Add.

IDEA PUBLIC SCHOOLS
IDEA Public School – Pharr School Campus Phase I, II, & III
IDEA Public School – San Juan Campus Phase I
IDEA Public School – Weslaco Campus Phase I & Phase II
IDEA Public School – Edinburg Campus Phase I & Phase II
IDEA Public School – Donna Campus
IDEA Public School – Brownsville Campus Additions/Cafeteria
IDEA Public School – San Benito Campus
IDEA Public School – San Juan Pavilion

McALLEN ISD
Perez Elementary School
Sanchez Elementary School
Michael E. Fossum Middle School

MERCEDES ISD
Mercedes H.S. Stadium Relocation & Athletic Complex
Tiger Stadium Bathroom Addition

MISSION CISD
Tom Landry Hall of Fame Stadium Renovations
Leo Najo Baseball Park Stadium Renovations
Veterans Memorial High School Stadium Renovations
Alton Elementary Renovation
Leal Elementary Renovation
Central Kitchen Boiler Replacement
Veterans Memorial H.S. Field House
Veterans Memorial H.S. CTE Building
Rafael Cantu Jr. High School
Mission High School Ag Barn
Veterans Memorial High School Ag Barn
Mims Elementary Ramp Enclosure
O'Grady Elementary Ramp Enclosure
Agricultural Farm Master Plan
Child Nutrition Program Kitchen Additions
Rafael Cantu Jr. H.S. MEP Repairs
Mission Jr. H.S. & Alton Jr. H.S. Canopies
Mission Jr. H.S. Cafeteria Kitchen Addition & Renovations
Mission High School Renovations
Veterans Memorial H.S. Cosmetology Lab
Mission Junior H.S. Fire Alarm, Security and Intercom System

PHARR-SAN JUAN-ALAMO ISD
Assessment Survey of 33 Campuses

RIO HONDO ISD
New Middle School

SANTA GERTRUDIS ISD
Academy H.S. Science Lab Renovations
Academy H.S. Interior Renovations
Santa Gertrudis PreK-8th School

TAFT ISD
Taft High School Re-Roofing and Lighting Controls
Taft High School HVAC Replacements, Building Controls and Lighting Upgrades
Taft ISD - Facilities Assessment
Taft ISD - Post Harvey Facilities Assessment

WESLACO ISD
Central Middle School Restroom Addition
Cuellar Middle School PE Pavilion
Mary Hoge Middle School PE Pavilion
Armando Cuellar M.S. Additions & Renovations
Sepulveda Gym Seat Replacements
Weslaco District-Wide – Misc. Roofing Projects
Sam Houston Elementary School



PEDRO G. AYALA, ASSOC. AIA

Associate

Pedro has more than 25 years of experience in providing architectural planning, design/build, development and construction services. He is responsible for urban planning strategies, historic preservation, sustainable development, placemaking, complete streets and managing various architectural services while coordinating all phases of project development. He's been a partner with Erasmo Ed Alvarado since 2006. Pedro is vastly familiar with urban design strategies that improve economic development and downtown revitalization policies. He brings a unique vision to all the stakeholders and introduces sustainable solutions to every project as a hallmark of his philosophy.

Education:

Master of Architecture in Urban Design, University of Houston

Bachelor of Environmental Design, Texas A&M University

Licensure:

A.R.E. Candidate

PROJECT EXPERIENCE

GOVERNMENT & PRESERVATION

Utah State Capitol
Historic Preservation &
Seismic Upgrade, Salt Lake City, Utah

COMMERCIAL

Area 17 Entertainment Venue, McAllen TX
Frank Smith Toyota Addition/Renovation,
Pharr, TX
Upland Mixed Use Shopping Center, Edinburg TX
Cosmetica Cosmetology School, Edinburg, TX
Goldman & Sachs, Memphis Tennessee
Belmont Assisted Living, Memphis Tennessee
Land Rover Dealership, San Antonio TX
130 Acre Resort on the Rio Grande River,
Reynosa Mexico
Noah's Ark Self Storage, Blanco TX
Jackson Triangle Commercial Center, McAllen TX
17 Floor Bronc Tower Mixed Use, Edinburg TX
Villa Escondida Multi-family Private
Community, Weslaco TX
"Green" Subdivision Master Plan & Model
Homes, McAllen TX
San Marino Subdivision Sharyland Plantation, Mission TX

EDUCATIONAL PROJECTS:

DONNA ISD
Donna High School Earl Scott Center &
Fieldhouse

NORTHSIDE ISD
Northside ISD John Jay High School ADA
Additions and Renovations, San Antonio, TX

SAN ANTONIO ISD
San Antonio ISD Administration Annex
Office, San Antonio TX

SOUTH TEXAS VOCATIONAL TECHNICAL INSTITUTE
ATI Enterprises Inc. /South Texas Vo. Tech
Lower Rio Grande Valley

SOUTH TEXAS COLLEGE
Facilites Planning & Construction Specialist

MARIO GARZA JR.

Project Manager/Construction Administration/Designer

Mr. Garza is a designer and detailer with more than 20 years of experience developing various project types, from residential to large scale municipal, public, religious, and private facilities. As a job captain and project manager on many projects, Mr. Garza gained the experience to execute a project from initial conception to the completion of the building. He leads the project team by developing the design to meet construction/budgetary requirements and coordinating with the various job sub-consultants, to executing the construction documents. His experience includes pre-design services, schematic design, design development, construction documents, construction administration, 3D computer generated and hand renderings; conceptual visualizations.

Education:

B.E.D., Environmental Design, Texas A&M University, 2001

Licensure:

A.R.E. Candidate

PROJECT EXPERIENCE

GOV. PROJECTS:

City of Edinburg - Fire Dept. Training Facility
City of Edinburg - Promenade Park Amphitheater
City of Edcouch - Community Center and Pool
City of Pharr - Law Enforcement Firing Range
City of Weslaco - North Side Fire Station
City of Donna - Public Safety Building
Hidalgo Co. Pct. 1 - New Operations Offices
City of Donna - Big Joe Fitness Park
City of Donna - Altas Palmas Sports Park
City of Donna - Altas Palmas Restrooms
City of Pharr - Witten Park and Pharr Sports Complex Dugouts
City of Pharr - Dr. William Long Park Sports Fields Master Plan
City of Pharr- James Box Park Sports Fields Master Plan
Mercedes Public Works/Fire Station – City of Mercedes
San Carlos CRC/Retaining Wall and Landscaping – County of Hidalgo, Pct. #4
City Hall Parking Lot LID Renovation – City of Donna

EDUCATIONAL FACILITIES:

Mission CISD - Leo Najo Baseball Park Stadium Renovations
Mission CISD - Veterans Memorial High School Stadium
Brownsville ISD - Canales Elementary Classroom Building Addition
Taft ISD - Taft High School Re-roofing and HVAC Replacement
Mission CISD - Tom Landry Stadium Renovations
Edinburg CISD - Edinburg CISD Secured Entrances Phase III
Edinburg CISD - Edinburg High School
South Texas College - STC Starr County Campus
Student Activity Building and Student Services Building
Weslaco ISD - Weslaco Central Middle School Annex B Renovation
Weslaco ISD - Weslaco High School Music Halls Building
Weslaco ISD - Central Middle School Restroom Addition
Weslaco ISD - Cuellar Middle School PE Pavilion
Weslaco ISD - Mary Hoge Middle School PE Pavilion
La Joya ISD - Lloyd M. Bentsen Elementary
Mercedes ISD - Mercedes North Elementary
San Benito CISD - San Benito High School Science Lab Renovations
San Benito CISD - Frank Roberts Elementary Classroom Building Addition

CHANIN

Key Personnel



MIGUEL CHANIN, PE | Principal-In-Charge

Miguel Chanin is a professional engineer in the state of Texas with over 19 years of structural design experience in various private and public projects. Mr. Chanin is the founding member of Chanin Engineering, LLC and has led the firm since its inception in 2006. Chanin Engineering projects begin with Mr. Chanin acting as the prime point of contact to assess and authorize project contracts and scope of work. He is fully responsible for interpreting, delegating, and coordinating all engineering projects. Additionally, Mr. Chanin reviews plans and technical specifications, as well as prepares contract documents and estimates. He supervises the design and ongoing progress of each project, including coordination with the Client/Owner and any other subconsultants or regulatory agencies. He also provides operational supervision and technical guidance.

Education

University of Texas at Austin
Bachelor of Science in Civil Engineering
1999

Registrations

Licensed Texas Professional Engineer - #93127

Texas Department of Insurance Appointed Qualified Inspector

Relevant Project Experience

North Side Fire Station, Weslaco, Texas

The project consisted of the construction of a new pre-engineered metal building with a five bay apparatus garage as well as living and office accommodations. The pre-engineered building includes a metal roof, masonry/metal veneer, and a concrete slab-on-grade. The fire station will consist of approximately 10,000 SF. The "house" of the station is approximately 4,000 SF and will consist of a lobby, reception area, day room with kitchen, offices, sleeping quarters, restrooms, and support spaces for the fire fighters. This project is currently in the construction phase.

City of Edinburg Wastewater Treatment Plant Office, Edinburg, Texas

Responsibilities included structural engineering oversight for the estimated $350,000, 1,800 SF facility – an Operations Office Building for the City of Edinburg Wastewater Treatment Plant. The new facility includes a breakroom, inventory room, lab, office, and work area. Structurally, the building features a slab-on-grade foundation, exterior load-bearing CMU walls, steel columns for interior support conditions, and a conventional metal roof framing system. This project is currently in the construction phase.

City of McAllen Transit Facility, McAllen, Texas

The City of McAllen Transit Facility & Bus Canopy project is located within a master planned 16-acre city development. The Transit project includes a 5,000 SF Administration building, a 2,100 SF Storage Building, and 3 Bus Maintenance Bays. Structurally, the project consists of pre-engineered metal buildings with Novidesa insulated wall systems as the primary wall framing system within the pre-engineered frame. The architectural bus canopies are comprised of structural streel members. This project is currently in the Construction Document Phase.

Other Key Projects:

- Hidalgo County Adult Detention and Law Enforcement Center Facility Repairs and/or Replacement, Edinburg, Texas
- City of San Juan Public Safety Building, San Juan, Texas
- City of Mission Fire Department Substation & Police Substation, Mission, Texas
- Hidalgo County Precinct 1 New Tax Office
- City of McAllen Development Center Renovation, McAllen, Texas
- Rio Grande City Solid Waste Transfer Station, Rio Grande City, Texas

VME ENGINEERING

VME Personnel



Fernando Gallegos, P.E.
Position: President
Experience: 11 Years
Education: Bachelor of Science - Mechanical Engineering, University of Texas Pan American. 2004
Licenses: Licensed Professional Engineer, Texas License No. 109882

Areas of Experience.

- Project management
- Construction Administration
- Mechanical HVAC Design
- Plumbing Design
- BIM Design.

Experience Summary

Mr. Fernando Gallegos is the President of VME Engineering LLC. in Donna Texas. Prior to starting VME Mr. Gallegos was a Mechanical Designer for Trinity MEP Engineering, and DBR Engineering Inc.

Mr. Gallegos has 11 years of experience in the HVAC discipline. He begin his experience doing test and balance of HVAC systems. There he was introduced to the all sorts of troubles encountered in the engineering designs. That experience helped him to understand the HVAC systems and design flaws. From test and balance he started working with DBR as a construction administrator. During this period Mr. Gallegos attended the job site to verify the installation of the MEP systems. He attended meetings with owners and contractors to solve any issues that arose. This experience also helped him do better designs. After construction administration Mr. Gallegos started his HVAC design career. He designed for three and a half years while at DBR. He soon got his license in 2011 and opened his own firm to provide clients the best designs and customer satisfaction.

PAST PERFORMANCE	SIMILAR PROJECTS	
ENGINEERING		
RELEVANT EXPERIENCE		
Municipalities	La Feria City Hall Addition. La Feria Library Addition HVAC Design City of Brownsville Bus Station Dome Lighting Design. Rio Bravo Pump Station (Edgar) Cristal City Generator Addition (Edgar)	La Feria Fire Station addition La Feria Sub Station Blue town Zapata county water works Treatment plant (Edgar) Zapata County Lifstations (Edgar) Cotula South Texas Health Clinic(Edgar)
Educational	Vanguard Academy Beethoven Elementary School - Edinburg, TX 36,000 sf educational facility on a future master planned campus. The project includes 32 classrooms in two wings surrounding a common core for the administration office suite and multi-purpose cafetorium for elementary grade levels Full MEP engineering services provided	Vanguard Academy Mozart Secondary School - Alamo, TX 36,000 sf educational facility on an existing campus site. The project houses 32 classrooms configured with a common core for administration offices and a multi-purpose cafeteria for middle school grade levels Full MEP engineering services provided
	Vanguard Academy Rembrandt Secondary Middle School Classroom Addition - Pharr, TX 4,500 sf classroom addition to an existing multi-level middle school facility. Full MEP engineering services provided Contact Person for Vanguard Academy projects: UTPA Temporary Band Hall HVAC	Vanguard Academy Rembrandt Secondary Cafeteria Relocation and Canopy - Pharr, TX Relocation of existing cafeteria for construction of new classroom addition with new site canopies for student/faculty use Full MEP engineering services provided Mr. Bill Baez, Vanguard Academy Construction Facilitator 956.508.2239 South West Key Classroom Renovation

Melden & Hunt, Inc.
Consultants · Engineers · Surveyors

Mario Reyna, P.E.
Project Administrator

EDUCATION:
University of Texas San Antonio
San Antonio, Texas
BS Civil Engineering, 2009

YEARS OF EXPERIENCE:
10 Years Of Experience

YEARS WITH PRIME FIRM:
10 Years With Melden & Hunt, Inc.

REGISTRATION:
Licensed Professional Engineer
Texas No. 117368

AREAS OF EXPERTISE:
Capital Improvements Planning
Drainage Design
Feasibility Studies
Land Use Studies
Project & Construction Management
Right-of-Way Survey and Mapping
Roadway Design
Sanitary Sewer Collection Systems
Site Grading and Drainage
Site Planning
Streetscape Design
Subdivision Development
Urban Design
Urban Mixed-Use
Urban Street Design
Wastewater Collection Systems
Water Distribution Systems

PREVIOUS EXPERIENCE:
Edinburg CISD
PSJA ISD
IDEA Academy
La Joya ISD
McAllen ISD
Mission CISD
South Texas ISD
South Texas College
University of Texas at Pan American



Mr. Reyna has 10 years of experience in the field of civil engineering. He has completed a wide range of projects for both public agencies and private developers. He has participated in a variety of development types, including mixed-use developments; healthcare facilities; municipal utilities; schools and universities; shopping centers; offices; industrial facilities; residential and multi-family developments; and state and local governmental agencies.

He has extensive experience in site civil design, including building, facility, and utility layout; site grading and earthwork; and design of paving, drainage, and utility improvements. Other areas of expertise include hydraulic and hydrologic analysis for open and closed storm drainage systems and floodplain reclamation studies; water distribution and wastewater collection systems.

Mr. Reyna's engineering experience has been with various municipalities including the City of Mission, City of Edinburg, City of McAllen, City of Pharr where he was part of a design teams preparing plans and specifications for water, sewer, paving and drainage improvement projects. His experience has also been working with Edinburg CISD, PSJA ISD, South Texas College, UTRGV, La Joya ISD, Harlingen ISD, and Santa Maria ISD where he has been part of teams preparing construction drawings and contract documents for various paving, drainage, watrer, sewer, irrigation, parking, and sidewalk improvement projects. Some of these projects include site development project for a new FEMA Shelter Dome within the La Joya ISD property and infrastructure utilities for portable buildings at the Pecan Campus for South Texas College This is a small list of project .

As a project engineer, Mr. Reyna has always responded to the needs of every client and has function as an extension of their staff to exceed their performance objectives and respond to their needs on short notices.

Project Experience:
1. PSJA ISD Memorial High School Early College Drainage Improvements
2. PSJA ISD Collegiate College Overall Campus Drainage Improvements
3. PSJA ISD Football Stadium Turf Improvement Project
4. PSJA ISD Kennedy Middle School Athletic Fields Water, Sewer and Drainage Improvements
5. Harlingen ISD High School Football Fields Turf Replacement and Drainage Improvements
6. Santa Maria ISD Agriculture Barn Paving, Drainage, Water and Sewer Improvements
7. PSJA ISD Agriculture Barn Paving, Drainage, Water and Sewer Improvements
8. La Joya ISD Auditorium Subdivision Platting and Drainage Improvements

REFERENCES

Section 04 - Recent Work



City of Weslaco
Andrew Munoz, Assistant City Manager/Aviation Director Mid-Valley Airport
(956) 968-3181
email: amunoz@weslacotx.gov
Current Project: Sanitation Department Building Renovation, North Side Fire Station



City of Edinburg
Mardoqueo Hinojosa, City Engineer
(956) 388-8955
email: mhinojosa@cityofedinburg.com
Current Project: Promenade Park Amphitheater and Water Garden



City of Edcouch
Hugo De La Cruz, City Manager
(956) 720-2350
email: citymanager@cityofedcouch.org
Current Project: Edcouch Community Center, Edcouch Municipal Pool



Hidalgo County Pct. 1
David Rivera, Senior Construction Inspector
B2Z Engineering - Owner's Representative
(956) 589-0415
email: davidr@B2ZEng.com
Current Project: Hidalgo County Pct. 01 Operations Facility



City of Pharr
Sergio Alanis, Director of Parks and Recreation
(956) 787-5981
email: sergio.alanis@pharr-tx.gov
Current Project: City of Pharr Outdoor Shooting Range

INSURANCE

Section 05 - Insurance Requirements

INSURANCE CERTIFICATES

Alvarado Architects and Associates, Inc. has its proper general liability, auto liability, workers' compensation and professional liability in place. It will provide proof of insurance (Certificate of Insurance) upon receiving an executed contract and/or Purchase Order from the City of Edinburg.

Policy Number: 68G-7N964647-20/BA-7N965078-20/CUP-7N964973-20/UB-7N964893-20/106!

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/11/2024

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: IAM Insurance Agency L.L.C. P.O. Box 657 Edinburg, Tx 78540-0657	CONTACT NAME: Smiley Martinez PHONE (A/C, No, Ext): (956)207-2789 FAX (A/C, No): ( ) - E-MAIL ADDRESS: iamins@sbcglobal.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED: Alvarado Architects and Associates, Inc. Erasmo Alvarado 307 S. Main St Donna, TX 78537	INSURER A: The Travelers	
	INSURER B: The Travelers	
	INSURER C: The Travelers	
	INSURER D: The Travelers	
	INSURER E: The Travelers	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X		07/26/2023	07/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	BA-7N965078-20	07/26/2023	07/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	CUP-7N964973-20	07/26/2023	07/26/2024	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-7N964893-20	07/27/2023	07/27/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability	X	X	106565192-4	07/27/2023	07/27/2024	Per Occurence Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Description of Operations:

Architectural Services Rotation

Request for Qualifications No.: 2024-8

CERTIFICATE HOLDER	CANCELLATION
City of Edinburg 415 W. University Drive Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ismael A. Martinez

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PROFESSIONAL SERVICES AGREEMENT

Section 06 - Acknowledgement

Alvarado Architects & Associates has read and is in agreement with the project requirements as outlined in the RFQ and agrees to enter in to such agreement. The firm meets all prerequisite insurance requirements. All insurance requirements shall be obtained once a contract has been executed with the City of Edinburg. See Section 05 for insurance certificate.



CONTACT INFORMATION

Section 07 - Contact Information/Litigation

A. Identification of a principal contact person authorized to commit the Respondent to a contractual agreement.

1. POINT OF CONTACT:

Erasmo Eli Alvarado III, Vice President
eli@alvaradoarchitects.com
Cell Phone Number
(956) 334-4145

2. POINT OF CONTACT:

Erasmo Ed Alvarado Jr., AIA, President
ed@alvaradoarchitects.com
Cell Phone Number
(214) 478-4484

REGULATORY AGENCY ACTIONS AGAINST FIRM

Alvarado Architects and Associates, Inc. has no regulatory actions against the firm for work performed.

PROJECT TERMINATION

Alvarado Architects & Associates, Inc. has completed all awarded work.

LITIGATION SUMMARY

Alvarado Architects and Associates, Inc. has no claims or litigation including arbitration involving the firm in the last five (5) years. Our organization has completed all awarded work.

REQUIRED FORMS

Section 08

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 07/16/2024

Company/Vendor Name: Alvarado Architects & Associates, Inc.

Printed Name and Title: Erasmo Eli Alvarado III, Vice President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Erasmo Eli Alvarado III / Alvarado Architects & Associates, Inc.
(Full, correct legal name)

- Address: 307 South Main Street
  Donna, Texas 78537
- Telephone/Fax: Tel: (956) 464 - 8258
- Email address: eli@alvaradoarchitects.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? Donna, Texas

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Erasmo Eli Alvarado III
Address: 307 South Main Street
Telephone: (956) 464 - 8258
Fax: N/A
Email: eli@alvaradoarchitects.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Erasmo Eli Alvarado, III, the undersigned representative of

Alvarado Architects & Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Erasmo Eli Alvarado III, Vice President

TYPE/PRINT NAME AND TITLE:

07/16/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Erasmo Eli Alvarado III, the undersigned representative of

Alvarado Architects & Associates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Erasmo Eli Alvarado III, Vice President

TYPE/PRINT NAME AND TITLE:

07/16/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Erasmo Eli Alvarado III, the undersigned representative of

Alvarado Architects & Asssociates, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Erasmo Eli Alvarado III

TYPE/PRINT NAME AND TITLE:

07/16/2024

DATE:

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Erasmo Eli Alvarado III, being first duly sworn, deposes and says that: *(Name)*

(1) He is Vice President of Alvarado Architects & Associates, Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Vice President

Subscribed and sworn to me this 12th day of July 2024.

By:

Julie C Perez
Notary Public

JULIE CHRISTINE PEREZ
Notary Public, State of Texas
Comm. Expires 10-10-2026
Notary ID 126808464

My commission expires 10/10/2026

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1186759

Date Filed:
07/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Alvarado Architects & Associates, Inc
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ# 2024-8
Architectural Services Rotation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alvarado, Jr., Erasmo	Donna, TX United States	X	
Alvarado III, Erasmo Eli	Donna, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Erasmo Eli Alvarado III, and my date of birth is February 02, 1976.

My address is 307 South Main Street (street), Donna (city), Texas (state), 78537 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 12th day of July (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.d378aba0

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.**

Alvarado Architects & Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

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 N/A

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). N/A

7 Signature of vendor doing business with the governmental entity

07/16/24

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

ALVARADO
ARCHITECTS &
ASSOCIATES, INC.

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ALVARADO ARCHITECTS & ASSOCIATES, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES PURSUANT TO RFQ NO. 2024-008

Policy Number: 68G-7N964647-24/BA-7N965078-24/CUP-7N964973-24/UB-7N964893-24/106565192-7 Date Printed: 08/22/2024 3-24/106!

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2024

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	IAM Insurance Agency L.L.C. P.O. Box 657 Edinburg, Tx 78540-0657	CONTACT NAME: Smiley Martinez PHONE (A/C, No, Ext): (956)207-2789 FAX (A/C, No): ( ) - E-MAIL ADDRESS: iamins@sbcglobal.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: The Travelers	
INSURED	Alvarado Architects and Associates, Inc. Erasmo Alvarado 307 S. Main St Donna, TX 78537	INSURER B: The Travelers	
		INSURER C: The Travelers	
		INSURER D: The Travelers	
		INSURER E: The Travelers	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	68G-7N964647-24	07/26/2024	07/26/2025	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
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	BA-7N965078-24	07/26/2024	07/26/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	CUP-7N964973-24	07/26/2024	07/26/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-7N964893-24	07/27/2024	07/27/2025	[ ] 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
E	Professional Liability	X	X	106565192-7	07/27/2024	07/27/2026	Per Occurence	2,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Attn: Mr. Mardoqueo Hinojosa, P.E., CFM, CPM

City of Edinburg - 2024-2026 Architectural Services Rotation

CERTIFICATE HOLDER	CANCELLATION
City of Edinburg 415 W. University Drive Edinburg, Texas 78539 (956) 388-8211	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 Ismael A. Martinez

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EXHIBIT “C”

EXHIBIT “D”

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]

SAM.GOV®

ALVARADO ARCHITECTS AND ASSOCIATES, INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
HRJLKEKQE574	**7TA32**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Oct 8, 2025**	
Physical Address	Mailing Address	
307 S Main ST **Donna, Texas 78537-3229** **United States**	**307 S Main ST** **Donna, Texas 78537-3229** **United States**	

Business Information

Doing Business as	Division Name	Division Number
ALVARADO ARCHITECTS & ASSOCIATES INC	**Alvarado Architects & Associates, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 34	**Texas / United States**	**www.alvaradoarchitects.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Oct 10, 2024	**Oct 8, 2024**	**Jan 31, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Aug 21, 1991	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Minority-Owned Business
Self Certified Small Disadvantaged 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	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**7TA32**

Points of Contact

Electronic Business

Erasmo E Alvarado, Vice President

307 S Main ST
Donna, Texas 78537
United States

Government Business

Erasmo E Alvarado, Vice President

307 S Main ST
Donna, Texas 78537
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541310**	**Architectural Services**

Product and Service Codes

PSC	PSC Name
C1AA	**Architect And Engineering- Construction: Office Buildings**
C1AZ	**Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings**
C1CA	**Architect And Engineering- Construction: Schools**
C1CZ	**Architect And Engineering- Construction: Other Educational Buildings**
C1DB	**Architect And Engineering- Construction: Laboratories And Clinics**
C1DZ	**Architect And Engineering- Construction: Other Hospital Buildings**
C1EB	**Architect And Engineering- Construction: Maintenance Buildings**
C1EZ	**Architect And Engineering- Construction: Other Industrial Buildings**
C1FA	**Architect And Engineering- Construction: Family Housing Facilities**
C1FB	**Architect And Engineering- Construction: Recreational Buildings**
C1FD	**Architect And Engineering- Construction: Dining Facilities**
C1GD	**Architect And Engineering- Construction: Open Storage Facilities**
C1GZ	**Architect And Engineering- Construction: Other Warehouse Buildings**
C1JA	**Architect And Engineering- Construction: Museums And Exhibition Buildings**
C1JZ	**Architect And Engineering- Construction: Miscellaneous Buildings**
C1LZ	**Architect And Engineering- Construction: Parking Facilities**
C1PA	**Architect And Engineering- Construction: Recreational Facilities (Non-Building)**
C211	**Architect And Engineering- General: Landscaping, Interior Layout, And Designing**
C215	**Architect And Engineering- General: Production Engineering**
C219	**Architect And Engineering- General: Other**
C220	**Architect And Engineering- General: Structural Engineering**

C221	**Architect And Engineering- General: Plumbing Systems**
C222	**Architect And Engineering- General: Electrical Systems**
C223	**Architect And Engineering- General: Mechanical Systems**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Texas	**TX: Hidalgo**	**TX: McAllen-Edinburg-Mission**

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.L.
RGVMPO FY 2025 Unified Planning work Program - Task 5 Grant

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Planning Grant Application to the Rio Grande Valley Metropolitan Planning Organization for the Fiscal Year 2024-2025 Unified Planning Work Program – Task 5 Grant and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

2. **Description:**
The Rio Grande Valley Metropolitan Planning Organization (RGVMPO) announced the solicitation of grant applications for its Fiscal Year 2024-2025 Unified Planning Work Program (UPWP) – Task 5 Grant on January 9, 2025 which provides funding for transportation planning projects. Task 5 aims to optimize the performance of current and future transportation systems. It focuses on developing and utilizing effective management systems to generate valuable insights and strategies for enhancing transportation facilities. By conducting specialized studies, the task provides data-driven recommendations to support system-level transportation planning. The ultimate goal is to create an efficient, multi-modal mobility network that improves the overall effectiveness of the transportation system for present and future users in the region.

The Engineering Department seeks funding for a University of Texas Rio Grande Valley (UTRGV) Pedestrian Study to more effectively identify and address challenges, safety concerns, and connectivity gaps. This specialized study will help define the infrastructure improvements needed to support the City's growing needs. The grant request is approximately $330,000 with no local match required.

If awarded, procurement will adhere to federal, state, and City policies as required.

The application deadline is February 6, 2025. The award notification is anticipated in April 2025. The period of performance is anticipated to be one year.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures for the UTRGV Pedestrian Study.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Planning Grant Application to the Rio Grande Valley Metropolitan Planning Organization for the FY 2024-2025 Unified Planning Work Program – Task 5 Grant, and Execute Grant Documents Relating Thereto.

Reviewed by:
Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:
Alicia Carmona, Engineer III

Attachments:

A. FY 2025 RGVMPO Unified Planning Work Program Grant Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A PLANNING GRANT APPLICATION TO THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION FOR THE FISCAL YEAR 2024-2025 UNIFIED PLANNING WORK PROGRAM – TASK 5 GRANT AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg finds it is the best interest of the residents to submit a planning grant application to the Rio Grande Valley Metropolitan Planning Organization, under the Fiscal Year 2024-2025 Unified Planning Work Program – Task 5 Grant for a UTRGV Pedestrian Study, with no 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 Rio Grande Valley Metropolitan Planning Organization funds, the City of Edinburg assures that the funds will be returned to the Rio Grande Valley Metropolitan Planning Organization in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to accept, alter, 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 planning grant application to the Rio Grande Valley Metropolitan Planning Organization, under the Fiscal Year 2024-2025 Unified Planning Work Program – Task 5 Grant 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 4th day of February 2025.

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: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.M.
Manhole Rehab

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Agreement with Southern Trenchless Solutions for the Manhole Rehab Project Through the Local Government Purchasing Cooperative (BuyBoard), Contract No. 730-24, in the Amount Not to Exceed $79,094.00. [Gerardo Carmona Jr., P.E., Director of Utilities]

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.

The project consist of rehabilitating a total of six manholes located throughout the city that are in need of rehabilitation due to their deteriorating state. The contractor will provide a five (5) year warranty on the workmanship of the project and is expected to complete the project within 30 days from issuance of Notice to Proceed.

Funding is available within the Utility Department - Systems Division Fiscal Year 2024-2025 Operating Budget.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into an Agreement with Southern Trenchless Solutions for the Manhole Rehab Project Through the Local Government Purchasing Cooperative (BuyBoard), Contract No. 730-24, in the Amount Not to Exceed $79,094.00.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Southern Trenchless Proposal
B. Warranty Letter
C. Southern Trenchless Rehab Agreement

SOUTHERN TRENCHLESS SOLUTIONS

Quote Issued 1/13/2025

Quote # 25-606-906

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Project: City of Edinburg
Mh Rehab Phase 3

BuyBoard # 730-24

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	1,500.00	1,500.00
2	90	Premium manhole frame and cover (Composite Manhole Cover)	3	EA	3,100.00	9,300.00
3	99	Manhole, Pipe or Other Structures - Geo Polymer Rehabilitation	807	SF	42.00	33,894.00
4	104	Manhole Bench Reconstruction	6	EA	900.00	5,400.00
5	212	Utility Crew	80	HR	175.00	14,000.00
6	519	Pipe or Other Confined Space Man Entry Safety System	60	HR	250.00	15,000.00

Total **$79,094.00**

Exclusions:
1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions
**Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599

We Appreciate Your Business!!!

SOUTHERN TRENCHLESS SOLUTIONS

PO BOX 8084 WESLACO, TX 78559
1200 WEST EXWY 83 LA FERIA, TX 78559
956-277-0354 OFFICE 956-277-0355 FAX

January 30, 2025

City of Edinburg
c/o Arturo Martinez, Director of Water Resources
1201 N. Doolittle
Edinburg, Texas 78539

Project No.: City of Edinburg – Manhole Rehab PH III
Q#25-606-906

To Whom It May Concern,

Please accept this letter as a written warranty for the City of Edinburg – Manhole Rehab PH III Project. The warranty will cover delamination, degradation of finish, cracking and spalling of finish, corrosion of substrate due to defects in finish, and workmanship on this project for a period of one (1) year from the date of substantial completion. Upon notice, any defective materials or faulty workmanship developing within this period will be replaced at no additional cost.

The duration of this project will be 30 calendar days.

Sincerely,

Ramon Closner

Sworn to and subscribed before me.

This 30th **day of** January **, 2025**

Notary Public

My Commission Expires: September 20, 2025

NOTARY PUBLIC STATE OF TEXAS
PATRICIA ANN DE LA CRUZ
Notary ID #131288122
My Commission Expires
September 20, 2025

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND SOUTHERN TRENCHLESS SOLUTIONS FOR THE MANHOLE REHABILITATION

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and **Southern Trenchless Solutions**., (hereinafter "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain Work in connection therewith; and,

WHEREAS, Contractor represents that is has the knowledge, ability, equipment, and personnel to properly provide Work needed by the City; and

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to provide the following Work as stated in the agreement and Proposal attached as **Exhibit "**A". Upon receipt of Work to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
WORK OF CONTRACTOR

A. The Contractor agrees to perform the Work, under the terms of this Agreement, and at its own proper cost and expense to furnish all labor, insurance and other accessories and Work necessary to complete the said task in accordance with the conditions and prices stated in the proposal attached as **Exhibit "A".**

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implications to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITES OF CONTRACTOR

A. Contractor shall perform the Work described in **Exhibits "A".**

B. Contractor shall perform its Work with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Work furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations in performing the Work. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of Work furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Work performed under this Agreement. In connection with the performance of the Work by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Work as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Work.

E. Contractor will submit monthly progress data for the reporting period. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City.

G. City's review or approval of reports and other Work furnished hereunder shall not in any way relieved Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Work shall be construed as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement.

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Work furnished under this Agreement.

I. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

J. J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION IV

PAYMENT AND FEES

City agrees to pay Contractor for Work herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed $**79,094.00 as listed in Exhibit A** for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate Work performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and /or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensations required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Work, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Work, including property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, and interference with Work and related work;

c. Contractor has failed to provide and maintain required insurances;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or cost related to evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Work is defective, requiring correction or replacement;

g. City has been required to correct defective Work or has accepted

defective Work;

h. Liens have been filed in connection with the Work; or

i. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction with 30 day of receiving City's written notice.

E. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Contractor following termination or expiration of this Agreement as defined below, the Contractor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION V
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Work to be performed under it, shall commence within ten (10) days after the Notice to Proceed, as set forth in this contract and as specified by the City. Work will continue until the Project is declared complete in a written instrument signed by the City Manager. Work shall be completed in no more than 40 calendar days after the Notice to Proceed. The city shall have the right, in its sole discretion, to extend the term of this Agreement for an additional period of time. If approved by City, City shall provide Contractor with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Work rendered by Contractor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either of both parties hereunder shall so survive the termination, cancellation or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Work hereunder or as such other time as may be requested by City, Contractor shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Contractor or others, in Contractor's possession and related to the Work.

E. The City reserves the right to suspend work on the Work, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Work so suspended when directed to so by the City. The City shall have no lability to Contractor except for charges for work performed by Contractor and accepted by the City prior to receipt of notice of suspension of Work. If only a portion of the Work are suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Work under this Section, the City may take over the work and may obtain the Work of another entity to complete the work under this Agreement.

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the

City may suffer financial loss if the Work is not completed within the time **specified in Section V herein, plus any extensions thereof as allowed under this Agreement. Accordingly, instead of requiring any such proof of financial loss, the City and the Contractor agree that, not as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the City for each calendar day after the time to complete the Work specified in Section V, plus any extensions thereof as allowed under this Agreement, the amount corresponding below:**

FOR AMOUNT OF CONTRACT	COST PER CALENDAR DAY
$ 5,000.00 to $ 25,000.00	$100.00
$ 25,001.00 to $ 100,000.00	$200.00
$ 100,001.00 to $ 500,000.00	$250.00
$ 500,001.00 to $1,000,000.00	$300.00
$1,000,001.00 to $2,000,000.00	$400.00
$2,000,001.00 to $3,000,000.00	$500.00
$3,000,001.00 to $4,000,000.00	$600.00
$4,000,001.00 to $5,000,000.00	$700.00
$5,000,001.00 and over	$800.00

SECTION VII
SCHEDULE REQUIREMENTS

Whenever, in the sole discretion of the City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be

reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Proposal including the Quote, Information Required of Bidder and all required certificates and affidavits

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended by Change Order pursuant to City Regulations and/or laws of this state or as allowed by this Agreement.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and

monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers compensation, automobile insurance an professionals liability for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees. In accordance with city ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Comprehensive General Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate

-or- $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

D. City's Protective Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit “B” and the City shall be listed as an additional insured.

G. Contractor shall not commence work under this Agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

H. If at any time and for any reason contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to contractor, City may, but shall have no obligation to , procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Contractor shall, with ten (10) days following City’s demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

I. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and least fifteen (15) days before this expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

J. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums, payable under each insurance policy required to be obtained, kept , and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept and maintained under this Agreement to be void, voidable, unenforceable, suspended, or impaired in whole or in part of which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstance of which it is aware which, if not disclosed to its insurers or re-insures, is likely to affect adversely the nature

or extend of the coverage to be provided under any insurance policy required hereunder.

SECTION XV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arrases under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute with seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XVI
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including its attorneys' fees, cost, and expenses.

SECTION XVII
INDEMNIFICATON

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against

the City related to this project, including any claims related to design or any other Work provided by Contractor regarding this agreement.

SECTION XVIII
LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Work. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profit, or loss of data, arising in connection with this Agreement, Contractor's performance of Work, or of any other obligations relating to his Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XIX
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this agreement. This agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XX
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, be foe any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threated against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial conditions or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XXI
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

SECTION XXII
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Attorney

(b) Notices to Contractor:

Southern Trenchless Solutions
1200 W Exp 83
La Feria, Texas 78559
(956) 277-0354

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, there (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XXIII
NON-APPROPRIATIONS

A. Notwithstanding anything in the contract documents to the contrary, any and all

payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

SECTION XXIV
SUCCESSORS AND ASSIGNS

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXV
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, other documents composing the Contract Documents, or any current or future Task Orders and /or Change Orders the terms of this Agreement shall be controlling.

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXVI
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instance (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waive, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future excise thereof or insistence thereupon or the exercise of any other right, power, remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Work with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Work or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amount due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be

deemed an accord and satisfaction. City may accept Work or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2025.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

Josephine R. Solis

BY:_____
Josephine R. Solis, City Attorney

SOUTHERN TRENCHLESS SOLUTIONS

BY:_____
Ramon Closner
1200 W Expressway 83
La Feria, Texas 78559
Phone: (956) 277-0354

Attachments: Exhibit "A" Proposal
Exhibit "B" Certificate of Insurance

EXHIBIT “A” – PROPOSAL QUOTE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND SOUTHERN TRENCLESS SOLUTIONS

SOUTHERN TRENCHLESS SOLUTIONS

Quote Issued 1/13/2025

Quote # 25-606-906

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Project: City of Edinburg
Mh Rehab Phase 3

BuyBoard # 730-24

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	1,500.00	1,500.00
2	90	Premium manhole frame and cover (Composite Manhole Cover)	3	EA	3,100.00	9,300.00
3	99	Manhole, Pipe or Other Structures - Geo Polymer Rehabilitation	807	SF	42.00	33,894.00
4	104	Manhole Bench Reconstruction	6	EA	900.00	5,400.00
5	212	Utility Crew	80	HR	175.00	14,000.00
6	519	Pipe or Other Confined Space Man Entry Safety System	60	HR	250.00	15,000.00

Total **$79,094.00**

Exclusions:
1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions
**Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599

We Appreciate Your Business!!!

SOUTHERN TRENCHLESS SOLUTIONS

PO BOX 8084 WESLACO, TX 78559
1200 WEST EXWY 83 LA FERIA, TX 78559
956-277-0354 OFFICE 956-277-0355 FAX

January 30, 2025

City of Edinburg
c/o Arturo Martinez, Director of Water Resources
1201 N. Doolittle
Edinburg, Texas 78539

Project No.: City of Edinburg – Manhole Rehab PH III
Q#25-606-906

To Whom It May Concern,

Please accept this letter as a written warranty for the City of Edinburg – Manhole Rehab PH III Project. The warranty will cover delamination, degradation of finish, cracking and spalling of finish, corrosion of substrate due to defects in finish, and workmanship on this project for a period of one (1) year from the date of substantial completion. Upon notice, any defective materials or faulty workmanship developing within this period will be replaced at no additional cost.

The duration of this project will be 30 calendar days.

Sincerely,

Ramon Closner

Sworn to and subscribed before me.

PATRICIA ANN DE LA CRUZ
Notary ID #131288122
My Commission Expires
September 20, 2025

This 30th **day of** January**, 2025**

Notary Public

My Commission Expires: September 20, 2025

EXHIBIT “B” - INSURANCE CERTIFICATE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND SOUTHERN TRENCLESS SOLUTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2024

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	CONTACT NAME: Mindy Rivera	
McAfee Insurance Agency	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
P. O. Box 625	E-MAIL ADDRESS: mindy@mcafeeagency.com	
321 Second Street	INSURER(S) AFFORDING COVERAGE	NAIC #
Mercedes TX 78570	INSURER A : Indian Harbor Ins. Co.	
INSURED	INSURER B : Rock Ridge Insurance Company	11089
Southern Trenchless Solutions, LLC, DBA: Blue Green Municipal	INSURER C : Texas Mutual Ins. Co.	22945
P. O. Box 8084	INSURER D : Hanover Insurance Company	22292
	INSURER E :	
Weslaco TX 78599	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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ESG0065645	04/17/2024	04/17/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BW92-STR-2400040-03	04/17/2024	04/17/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 100,000
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SXS0065644	04/17/2024	04/17/2025	~~combined single limit~~ EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001272586	07/12/2024	07/12/2025	[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
D	Inland Marine			IHD A392425-11	08/13/2024	08/13/2025	Leased/Rented	300,000
							Deductible	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Airport Force Main SDR-21

CERTIFICATE HOLDER

City of Edinburg

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.N.
Amnesty Program

1. **Agenda Item:**
Consider Resolution Implementing an Amnesty Program to Waive Fine and Court Cost for Failure to Appear (FTA) and Violate Promise to Appear (VPTA) Violations for the Time Period of February 17, 2025 Through March 31, 2025. [Maribel Velasquez, Court Administrator]

2. **Description:**
The Municipal Court implemented an In-House Warrant Collection Division over 20 years ago. It was created to assist with collecting and disposing of outstanding fines and court costs due for outstanding traffic violations.

The Court is recommending an Amnesty Program for the waiver of fine and court cost for each Failure to Appear (FTA) and/or Violate Promise to Appear (VPTA) charge for outstanding citations beginning January 2004 to present in an effort to collect and dispose of cases.

The period of performance is February 17, 2025 through March 31, 2025.

The Amnesty Program affords violators the opportunity to pay and dispose of delinquent citations that have been assessed such charge with the Court.

3. **Staff's Recommendation:**
Approve of the resolution supporting the Amnesty Program for the waiver of fines and court cost for the Failure to Appear (FTA) and/or Violate Promise to Appear (VPTA) violations for the time period February 17, 2025 through March 31, 2025.

Reviewed by:
Maribel Velasquez, Court Administrator

Prepared by:
Rocio Castillo, Assistant Court Administrator

Attachments:
A. RESOLUTION

RESOLUTION NO. _____

THE STATE OF TEXAS	**§**	**A RESOLUTION OF THE CITY OF EDINBURG TEXAS, IMPLMENTING AN AMNESTY PROGRAM FOR THE TIME PERIOD FEBRUARY 17, 2025 THROUGH MARCH 31, 2025 TO WAIVE FINES AND COURT COST ON FAILURE TO APPEAR OR VIOLATE PROMISE TO APPEAR VIOLATIONS.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, pursuant to State law, the Edinburg Municipal Court issues an arrest warrant for persons who fail to appear at the initial court setting that is listed on their citation; and

WHEREAS, in addition to an arrest warrant, persons who fail to appear receive an additional misdemeanor charge and additional fees incurred; and

WHEREAS, the amount of the fine and court cost is $185 for failing to appear in Municipal Court; and

WHEREAS, City of Edinburg desires to incentivize the public to address their outstanding citations by implementing a temporary Amnesty Program for the waiver of fines and court cost associated with failing to appear; and

WHEREAS, the City Council of the City of Edinburg believe that a grace period from February 17, 2025 through March 31, 2025, would prove mutually beneficial to the City and to the defendants who have been assessed such charge with the Municipal Court.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS THAT:

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council approves implementing an Amnesty Program from February 17, 2025 through March 31, 2025, to waive Failure to Appear and/or Violate Promise to Appear fines and court costs from the beginning of January 2004 to the present day. The City Manager is designated as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with the Resolution.

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 take effect from February 17, 2025 through March 31, 2025.

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at a special meeting on the 4th day of February, 2025, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
CONSENT AGENDA
Agenda Item No: 12.O.
Minutes for Approval

1. **Agenda Item:**
Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: September 17, 2024, October 01, 2024, and October 15, 2024 [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City Secretary Department prepares and maintains the legislative history of all City Council meetings for historic and public purposes in accordance to the:
City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions. The City Code of Ordinances states, "yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council."

Texas Government Code; Title 5. Open Government; Ethics; Subtitle A. Open Government; Chapter 551. Open Meetings; Subchapter A. General Provisions and Subchapter B. Record of Open Meeting:

Sec. 551.021. Minutes or Recording of Open Meeting Required "(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. (b) The minutes must: (1) state the subject of each deliberation; and (2) indicate each vote, order, decision, or other action taken."

Sec. 551.022. Minutes and Recording of Open Meeting: Public Record; and the 2022 Texas Open Meeting Act, Chapter X. Records of Meetings, Section A. Minutes or Recordings of Open Meeting. "The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body's chief administrative officer or the officer's designee."

City Council meeting minutes and recordings are available to the public upon request.

The City Council meeting videos are also available to the public through the city's website at: www.cityofedinburg.com.The Mayor signs the minutes and attested by the City Secretary. Minutes are maintained for historical and public purposes.

In accordance to the City's Code of Ordinances, the City Secretary Department prepares and maintains the minutes of all City Council meetings for historical and public purposes.

3. **Staff's Recommendation:**
Approve the City Council Minutes for the following: 2024 Regular Meetings: September 17, 2024, October 01, 2024, and October 15, 2024.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative

Assistant

Attachments:

A. 09172024CCRM MINUTES
B. 10012024CCRM MINUTES
C. 10152024CCRM MINUTES

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
SEPTEMBER 17, 2024
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel "Dan" Diaz	Mayor Pro Tem
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

Jason De Leon	Councilmember Place 2

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Dr. David Alexander, First Baptist Church.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on September 13, 2024 at 8:00 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

A. Municipal Court Car Seat Event

Myra L. Ayala, City Manager stated in honor of National Child Passenger Safety Week the Edinburg Municipal Court would be hosting a car seat check and give away. They would like to promote restraint and safety awareness for the children; at the Edinburg Municipal Court on September 19, 2024 from 6:00 p.m. to 8:00 p.m., Ms. Ayala stated a technician would check the car seats, if they find something wrong the car seats will be replaced while supplies last.

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing September 25, 2024, as National Day of Remembrance for Murder Victims as Requested by Robert Garcia. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Robert Garcia, CEO for the Rio Grande Valley Friends and Family of Murdered Children stated they have been on this journey together for twelve years. Mr. Garcia said his brother Rogelio Roger Garcia was murdered on September 13, 2011. He was able to find solace for the murder by collaborating with the National Parents of Murdered Children. He said every year new families join them in their grief. Mr. Garcia stated no matter how good the justice system is or the lack of because there are some injustices, the families of the victims end up with a life sentence of pain and grief. Joining Mr. Garcia were members of the Rio Grande Valley Friends and Family of Murdered Children. The Molina Family their loved one Augstine Molina was murdered; Chris lost her sister and niece; the sister of Magdalena, Genardo, and Rebecca who lost their lives in San Antonio; Martha Rangel whose daughter Julissa Rangel's murder remains unsolved; the Hernandez family representing murder victim Victor Hernandez; Mrs. Cisneros' husband Alferdo Ontivero was murdered and his murderer was on the run for 23years. Mr. Garcia stated he has data of 165 cold cases and about one third are from Hidalgo County. He said leaders are needed to be the voice and get funding for a group of investigators who will solely work on cold cases. Mr. Garcia stated they had to recognize Mariana Lopez, Edinburg Police Department Crime Victim Liaison for always doing a fabulous job. Mr. Garcia invited everyone to their annual candle light vigil on September 25, 2024.

Mayor Ramiro Garza, Jr. thanked Mr. Robert Garza for bringing this every year to the City of Edinburg because it is important that they be remembered. He said he could not imagine the pain that all these families continue going through. Mayor Garza said the City of Edinburg would support these efforts and advocacy.

B. Presentation of Proclamation Recognizing Vietnam Veteran Lance Corporal Homero Eliud Tijerina†. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Rogelio Tijerina and his thanked the Mayor and Council for recognizing his brother Vietnam Veteran Lance Corporal Homero Eliud Tijerina†.

Mayor Ramiro Garza, Jr. stated the City of Edinburg is known as a Hometown of Heroes because of heroes like Homero Tijerina. He said it is because of them that the City of Edinburg can enjoy their freedom and it is important that it is never forgotten.

Mayor Pro Tem Daniel "Dan" Diaz thanked the Tijerina family, he said the City of Edinburg is a Hometown of Heroes and there are many veterans that live here and have not wanted to be recognized, he asked if anyone knows or has a veteran they would like the City to recognize to please reach out because they deserve to be honored. Mayor Pro Tem Diaz thanked the American Legion Post 408 for attending the meeting.

C. Presentation of Proclamation Recognizing Mustangs Edinburg, Labor Cup of Tiger Tournament Champions. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Coach Raul De Leon thanked the parents for all of their support and the Mayor and Council for the recognition. Coach De Leon stated he would like to recognize the boys for all of their hard work and dedication.

Mayor Pro Tem Daniel "Dan" Diaz told the Mustangs some of the best NFL kickers were soccer players.

Mayor Ramiro Garza, Jr. congratulated the Mustangs boys and thanked the Coach and the parents for their support and dedication because it is a family affair.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated the taxpayers are participating in a process that includes their right to object to the amount of money taken from them, because they have bigger priorities on which to spend their money. She reminded the Council of the recession and that everything is more expensive. Ms. McClaugherty said the City increased the water rate for the purpose of community growth and the city has a list of forty six projects but why build or grow the city when there is no water. She stated the City debt is the reason for the tax increase every year, she said the Mayor once asked how one acquires so much debt she said because they don't care how the debt affects the people. Ms. McClaugherty asked everyone to pray for Israel.

Laura Garcia: Ms. Garcia was present to invite everyone to the 25th Anniversary Dirty Dave's Cycle Event and an invitation to the Mayor to give the opening speech. She said this event is dedicated to her husband for all of his hard work and dedication. Ms. Garcia stated her husband has always thought very highly of the City of Edinburg and this event, would bring lots of people and revenue to the city.

Lucia Valdez: Ms. Valdez was present in support of Dirty Dave's Cycle Event hosted

by the South Texas Motorcycle Museum, she said the event would have music bands, care races, and motorcycle racing. Ms. Valdez stated the event would bring over 1,000 people throughout the three-day event. They have invited 100 motorcycle organizations; 75 from all over the United States and 25 organizations from Mexico. She said this will be the first year for this event and it is to honor the hard work and dedication of Dave Garcia. Ms. Valdez stated she believes in this event because she knows it will bring revenue into the City's hotels and restaurants and they will be providing a safe place for kids to race. Ms. Valdez stated Mr. Garcia is a City of Edinburg Urban Legend and she invited everyone to visit the one of a kind South Texas Motorcycle Museum.

Jose Leza: Mr. Leza is a small motorcycle parts owner and he is present in support of Dirty Dave's Cycle Event. He state this event will bring revenue and recognition to the City of Edinburg opening up more opportunities of growth.

Jack De La Plaine: Mr. De La Plaine stated he works with the Rio Grande Valley Harm Reduction organization providing drug harm reduction supplies to the community, but specifically to the unhoused community. Mr. De la Plaine said it is predicted that the upcoming winter will be cold and wet followed by a summer of record-breaking heatwaves. He said the City of Edinburg must come up with a solution to open and maintain funding for barrier free 24 hour access, year round cooling and warming centers that do not require IDs because there are many people that do not have an ID. He stated the City must to provide haven bus pass to unhoused residents that will take them to these centers.

There were no further Public Comments.

7. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the hearing open for public comments on items A and B at 6:34 p.m.

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, a 5.00 Acre Tract of Land Being the South 5.00 Acres of the North 10.00 Acres of the South 30.00 Acres of Lot 15, Section 237, Texas Mexican Railway Company's Survey, Located at 1000 North McColl Road, as Requested By Quintanilla, Headley & Associates, Inc. on Behalf of Cubic Walls, LLC. [Jaime Acevedo, Director of Planning & Zoning]

Joe Quiroga stated he was representing Cubic Walls he said Mr. Mauricio Paderes is requesting a rezoning for a proposed storage facility on McColl Road north of Schunior Street. Mr. Paderes's proposal was rejected three years ago due to concerns about the type of facility he was going to construct. Mr. Paderes is proposing a grade-A facility and has since then has spoken to the neighbors to the north and to the south and they agree now. Mr. Paderes has considered a number of items brought up like fencing requirements which he has agreed to provide. Mr. Quiroga stated this project will be

extending a sewer line from across the street from the west side of the property over to the east side and he is allowing the neighbors to tap into the sewer line at no cost to them. Mr. Quiroga asked the Council to consider that Mr. Paderes has over 20 years and he is committed to a storage unit project and not a different commercial project mainly to minimize traffic. He said McColl is a very busy road and there are suburban residential properties on the east side of McColl, so the facility will not be accessible after 11:00 p.m. Mr. Quiroga said he thought the project is a great investment for the City of Edinburg and respectfully asked the City Council to consider approval of the rezoning request.

Fern McClaugherty stated there are many homes in that area; she has lived in that area since 1980 and the majority of the neighbors still live in their homes. Ms. McClagherty stated on the City's backup and it says the proposed zoning would not be consistent with adjacent zoning district and inconsistent with future land use. She said he is proposing the sewer line but the sewer on Chapin and McColl already overflows she said the sewer cannot handle any more waste.

Mayor Pro Tem Daniel "Dan" Diaz questioned what is allowed with the initial zoning. He asked for elaboration on the petition in favor of the proposed storage facility from the surrounding properties.

Jaime Acevedo, Director of Planning & Zoning stated currently it is zoned Residential, Suburban (RS) District therefore only one large single family. Mr. Acevedo stated two of the petitions are from the residential property owners but the majority are from the apartment complex on the opposite side of the road.

Mayor Pro Tem Daniel "Dan" Diaz stated the last time this proposal was brought before Council it was denied due to the many concerns from the immediate neighbors but now they have letters of support. Mayor Pro Tem Diaz stated a storage facility would be less hit on the sewer system. He said that side is actually still on septics

MOTION: Councilmember David White to Approve Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, a 5.00 Acre Tract of Land Being the South 5.00 Acres of the North 10.00 Acres of the South 30.00 Acres of Lot 15, Section 237, Texas Mexican Railway Company's Survey, Located at 1000 North McColl Road, as Requested By Quintanilla, Headley & Associates, Inc. on Behalf of Cubic Walls, LLC.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Fern McClaugherty stated she was concerned that some agreement had already been made because the brush has cleared on the property. She said it is still concerning for the residents that live there because once the rezoning is approved they can change the development into apartments and that would be more on the sewer system.

Joe Quiroga stated with the recent rains the brush was high and Mr. Paderes did send someone out there to clear the area. He said if approved yes a one hundred-unit apartment complex could be built but Mr. Paderes has no intent, he is only talking storage units with one restroom so it will be minimal use of the sewer system.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
The motion to Approve carried.

B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District, Lot 5, Block 125, Townsite of Edinburg, Located at 406 West Van Week Street, as Requested by VFP International Sales Corporation. [Jaime Acevedo, Director of Planning & Zoning]

Paul Bonilla stated UTRGV has expanded tremendously they are trying to change the zoning to multifamily to keep up with the growth. Mr. Bonilla stated he was informed there is a plan to rezone all the surrounding areas to multifamily precisely because of the growth. He said this proposal will help keep up with the growth of the university and it would increase tax revenue for the City.

Edinburg resident stated she was concerned that the area is being crowded with multifamily projects; she said people are buying small pieces of land to build apartments, fourplexes and it affects the traffic and the Edinburg residents. She stated during the rezoning meeting she voiced her concerns that the Council consider all the possible hazards.

There being no further comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 6:49 p.m.

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Deny Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District, Lot 5, Block 125, Townsite of Edinburg, Located at 406 West Van Week Street, as Requested by VFP International Sales Corporation.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Pro Tem Daniel "Dan" Diaz thanked the investor for considering the City of

Edinburg for his proposal but the Council has to consider the concerns of the surrounding neighbors.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. declared the hearing open for public comments on item C at 7:01 p.m. There being no comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 7:01 p.m.

C. Hold a Public Hearing on the Proposed Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025. [Ascencion Alonzo, Director of Finance]
No Action

Mayor Ramiro Garza, Jr. declared the hearing open for public comments on item D at 7:02 p.m.

D. Hold a Public Hearing on the Proposed Tax Rate for the City of Edinburg for Tax Year 2024, Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025. [Ascencion Alonzo, Director of Finance]

Fern McClaugherty stated last year's tax rate was 0.63 cents, this year the City is going with no new revenue tax rate, but that could actually be lowered to 0.6054 cents and bring in the same amount of money as last year. She stated that is not including the $8 million the county will be getting for all the new homes and new businesses and it is the same with the City. Ms. McClaugherty stated so the City can actually run on the same amount as last year and lower the tax rate. She said the county and all the surrounding cities can say they did not increase the tax rate but the appraised value went up so much. She stated years ago when the appraised value went up the tax rate went down, but now all the taxing entities decided not to lower the taxes even when the appraised value has gone up. Ms. McClaugherty stated she wants the public and the people who are running for election to know that the tax rate can be lowered to 0.6054 cents, to really help the City of Edinburg citizens. She asked the Council to remember there are many people in Edinburg that cannot pay their rent, home mortgages, and cannot feed their children, she said this is the one time the Council can show the citizens what they think about Edinburg.

Diane Teeter, Professor at STC stated the prior individual stated the City could lower the tax rate and run the City with the same amount as last year. She said last year the City

lowered the tax rate by one cent, under the recommendation of Councilmember David White. She stated there were some misconceptions about the tax rate. She said in 2024 Texas revenue caps continued to impact property taxes in serval ways, there is the property tax revenue caps, homestead exemption increase, the appraisal caps, and the school rate compression. She stated these are used to determine the good tax rate. Ms. Teeter stated the City of Edinburg was compared to the City of McAllen, she said the tax rate is slightly lower in McAllen because the home values are higher and they have a mature market which could offset the benefit of the lower tax rate. She stated McAllen has some local advantages that can influence tax collection compared to Edinburg. They have greater economic activity, McAllen is closer to the border, they have tourism and trust border trade, they also have infrastructure services because they have more development, and they have a bigger population. Ms. Teeter stated in comparisons of McAllen and Edinburg the previous speaker could only think of the landfill when speaking about Edinburg, but Edinburg has lots of things Edinburg has over 20 parks, it has many green spaces, and Edinburg has quality of life. She said when she thinks about the request for a lower tax rate she remembers about the recent flooding at Edinburg North High School and the students navigating through knee-deep water. Ms. Teeter stated instead of decreasing the tax rate the City should increase the tax rate and invest in the City, and pay the City employees. She said it was negated that the employees were not worth the 3% increase, Ms. Teeter stated she believes the employees deserve even more. She stated she believes the Mayor and Council should be compensated and the library services should be increased. She said the only reason the library is accredited is because of Hidalgo County, she said it was stated in the comprehensive plan that the Council was considering parkland dedication fee being overturned. She asked that the Council consider an ordinance for contracts to pay the parkland dedication fee because those parks will be the natural drainage areas. Ms. Teeter asked the Council to keep the tax rate the same or even consider raising it.

There being no comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 7:12 p.m.

Mayor Pro Tem Daniel "Dan" Diaz thanked everyone for the comments and stated it takes a lot to discuss the budget. Ms. Teeter mentioned every year the employees get the 3% raise and the Council would like nothing more than to be able to lower the tax rate. He said it is the lowest it has been in over 20 years in the City Edinburg, but in the current economy, the cost of everything goes up. Mayor Pro Tem Diaz stated that he prays that the economy looks a little better next year and be able to satisfy both parties because they are both important. He stated the City is providing more services, Parks and Recreation has one of the largest program in the valley and the city does not have enough fields or facilities. Mayor Pro Tem Diaz stated there are so many needs because many things get cut off to meet a balance budget, he thanked all City staff for their hard work.

8. BUDGET

A. Consider Reviewing and Approving Ordinance Amending the Budget for the 2023-2024 Fiscal Year by Providing Additional Revenues and Additional Appropriations to the

General Fund, Utility Fund, Solid Waste Management Fund, and the Hotel Occupancy Tax Fund. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David White to Approve Ordinance Amending the Budget for the 2023-2024 Fiscal Year by Providing Additional Revenues and Additional Appropriations to the General Fund, Utility Fund, Solid Waste Management Fund, and the Hotel Occupancy Tax Fund.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
The motion to Approve carried.

B. Consider Ordinance Adopting the Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David White to Approve Adopting the Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025.
SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was discussion. Ascencion Alonzo, Director of Finance addressed the Council's questions.

Mayor Ramiro Garza, Jr. asked Mr. Ascencion to give a brief list of the exemptions included in the City's budget. The City does not use all the revenues collected, there are exemptions for veterans, and there is a homestead. Mayor Garza asked if the budget was posted online for everyone to view. He thanked the staff for all the hard work that goes into the balanced budget.

Ascencion Alonzo, Director of Finance stated the City offers a $5,000 Homestead exemption, exemptions for veterans, House Bill 366, Freeport, pollution control and over 65 freeze. Once the person turns 65 years old, they would go to the appraisal district and lock their taxes and the rate is locked for the remainder of their life.

Mayor Ramiro Garza, Jr. asked city administration to continue the seminars to help

people fill out the homestead, or other exemptions they would qualify for. He stated as tight as the budget is there are a few items, adding the ARPA funds there are a little over $2 million in street repairs, half a million in drainage improvements, updating the Master Plan in house for the parks plan for park improvements, over $100,000 in street lighting, sidewalks, $7.2 million in improvements throughout the City from recommendations from the 2040 Program, improvements to Ebony Hills Golf Course and Los Lagos Golf Course, and a space analysis for a new library/community center. He said there were many other items included in the budget, including a well-deserved 3% increase for the employees.

Myra L. Ayala, City Manager stated staff would coordinate the mayor's request.

Mayor Pro Tem Daniel "Dan" Diaz stated the Mayor mentioned some of the item included but there were many items that were left off of the plan for next year in order to keep the tax rate the same.

Mayor Ramiro Garza, Jr. called for a vote.

Josephine Ramirez Solis, City Attorney stated a Record Vote was required.

RECORD OF VOTE:
Councilmember David White – to Approve
Mayor Pro Tem Daniel "Dan" Diaz- to Approve
Councilmember David Salazar, Jr. - to Approve
Mayor Ramiro Garza, Jr. - to Approve

ABSENT: Councilmember Jason De Leon
ABSTAIN: None
The motion to Approve carried.

C. Consider Ordinance Adopting the Tax Rate and Levy for the City of Edinburg for the Tax Year 2024, Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Adopting the Tax Rate and Levy for the City of Edinburg for the Tax Year 2024, Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025.
SECOND: Councilmember David White

Fern McClaugherty stated the City could lower the tax rate a couple of cents. She said the benchmark from the County shows the City has the same amount as last year plus more and that is why the people are asking for a lower tax rate.

Mayor Ramiro Garza, Jr. stated they did look at all the avenues and he thanked staff again because it is difficult to look at all of the requests that are needed throughout the City and to be able to maintain the tax rate. They may not be lowering it but

maintaining it is very good for the residents. He stated there is more revenue but the City continues to grow and improvements need to be taken care of, and this Council is being very mindful of what is in place for the budget.

Mayor Pro Tem Daniel "Dan" Diaz stated the Council actually retro the tax rate back to 1991, and actually lowered it from previous tax rates.

Myra L. Ayala, City Manager stated the tax rate has been reduced about four cents closer to five cents, since this Council has been in office.

Councilmember David White stated the reason why they can maintain the tax rate is that the community is becoming more valuable. He said the staff cannot live on what they earned last year with today's price of groceries, he said the City of Mission increased their property taxes by 7.5%. Councilmember White stated the 3% cost of living adjustment (cola) for City staff is an attempt to afford them a standard of living like it was last year. He said they are doing the best they can, and they are on the right track. He said they could have raised the taxes 2 cents, and they could have fixed more streets but they are trying to keep it within reason.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
Councilmember David White – to Approve
Mayor Pro Tem Daniel "Dan" Diaz- to Approve
Councilmember David Salazar, Jr. - to Approve
Mayor Ramiro Garza, Jr. - to Approve

ABSENT: Councilmember Jason De Leon
ABSTAIN: None
The motion to Approve carried.

D. Consider Approving the Fiscal Year 2023-2024 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]
Police 1. General Fund: FROM Group Insurance; Workers Compensation Ins TO Seniority Pay; Certification Pay; Assignment Pay; Retirement, in the Amount of $620,000. [Jaime Ayala, Chief of Police]

Fire
1. Communications Service Agreements; Travel, Training, Meetings; Wearing Apparel TO Utilities; Printing; Rents & Contractuals; Buildings & Structures; Building, in the Amount of $54,000. [Omar Garza, Fire Chief]

Streets
1. General Fund: FROM Drainage Facilities; Motor Vehicles - Supplies TO Motor

Vehicles Fuel, Oil, ETC, in the Amount of $36,000. [Vincent Romero, Director of Public Works]

ROW
1. General Fund: FROM Professional Services; Signs & signal Equipment; Other Maintenance; Parks & Playgrounds TO Motor Vehicles - Maintenance; Buildings & Structure; Janitorial, in the Amount of $27,000. [Vincent Romero, Director of Public Works]

Recreation
1. General Fund: FROM Travel, Trainings, Meetings TO Building in the amount of $2,500. [Javier Garza, Director of Parks & Recreation]
2. General Fund: FROM Travel, Trainings, Meetings; Office Supplies TO Recreation & Education; Professional Services in the Amount of $5,250. [Javier Garza, Director of Parks & Recreation]

Utility
1. Utility Fund: FROM Salaries; Longevity; Taxes; Retirement; Group Insurance; Disability Insurance; Worker's Compensation Ins; Communication Srvc, Agrmt.; Rents & Contractuals - IT; Travel, Training, Meetings; Communication Srvc. Agrmt.; Membership Dues, Subscr; Motor Vehicle Fuel; Office Hrdwr & Related Sftwr - IT; Professional Services; Rents & Contractuals; Other; Motor Vehicle Maintenance; Building & Structures; Certification Pay; Utilities; Food; Chemicals - Medical & Lab; Machines & Equipment; Signs & Signal Equipment; Wearing Apparel; Tools; Janitorial; Building; Streets and Alleys; Motor Vehicles - Supplies; Audit TO Rents & Contractuals; Buildings & Structures; Professional Services; Office Supplies; Communication Srvc. Agrmt; Membership Dues, Subscr; Machines & Equipment, Tools; Motor Vehicle Fuel; Janitorial; Other Materials; Travel, Training, Meetings; Sanitary Sewer System; Food; Water Meters & Boxes; Credit Card Merchant Charges; Flat Rate Assessment; General Insurance; Adm Charges SWSC, Admn Charges NAWS, in the Amount of $566,560. [Gerardo Carmona, Director of Utilities]

Solid Waste Management
1. Solid Waste Management Fund: FROM Marketing and Advertising TO Building & Structures; Air Conditioning Units; Office Supplies, in the Amount of $4,668. [Ramiro Gomez, Director of Solid Waste Management]
2. Solid Waste Management Fund: FROM Salaries; Audit; General Insurance; ADM Charges SWSC; ADMN Charges NAWS; Leases Payable Principal; Leases Payable Interest TO Overtime; Credit Card Marchant Charges; Flat Rate Assessment, in the Amount of $35,500. [Ramiro Gomez, Director of Solid Waste Management]
3. Solid Waste Management Fund: FROM Salaries; Taxes; Retirement; Group Insurance; Worker's Compensation Ins TO Overtime; Credit Card Merchant Charges in the Amount of $61,970. [Ramiro Gomez, Director of Solid Waste Management]
4. Solid Waste Management Fund: FROM Professional Services; Communication Service Agr; Other TO Motor Vehicles - Maintenance, in the Amount of $93,000. [Ramiro Gomez, Director of Solid Waste Management]

5. Solid Waste Management Fund: FROM Salaries; Workers Compensation Ins; Transfer Out Airport Fund TO Motor Vehicles - Maintenance, in the Amount of $97,000. [Ramiro Gomez, Director of Solid Waste Management]
6. Solid Waste Management Fund: FROM Chemicals - Medical & Lab; Machines & Equipment TO Motor Vehicles - Supplies, in the Amount of $100,000. [Ramiro Gomez, Director of Solid Waste Management]
7. Solid Waste Management Fund: FROM Salaries; Workers Compensation Ins TO Motor Vehicle Fuel in the Amount of $300,000. [Ramiro Gomez, Director of Solid Waste Management]

MOTION: Councilmember David White to Approve Approving the Fiscal Year 2023-2024 Budget Transfers as listed.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

9. RSOLUTIONS

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]

MOTION: Councilmember David White to Approve Resolution Approving the American Rescue Plan Act (ARPA) - Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment.
SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was discussion. Claudia L. Farias, Director of Grants Administration addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None

ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

B. Consider Resolution Amending the Fiscal Year 2021-2022 Capital Lease Program Schedules and Capital Equipment Lists. [Nelda Ramirez, Assistant City Manager]

MOTION: Councilmember David White to Approve Resolution Amending the Fiscal Year 2021-2022 Capital Lease Program Schedules and Capital Equipment Lists.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

10. ORDINANCES

A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.073 to Provide Changes to the Civil Service Classification and Compensation Plans. [Belinda Torres, Director of Human Resources/Civil Service]

MOTION: Councilmember David White to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.073 to Provide Changes to the Civil Service Classification and Compensation Plans.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None

Motion to Approve Carried.

B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Sections 30.071, 30.072, and 30.075 to Provide for Various Changes to the City's Current Classification and Compensation Plan for Non-Civil Service Employees. [Belinda Torres, Director of Human Resources/Civil Service].

MOTION: Councilmember David White to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Sections 30.071, 30.072, and 30.075 to Provide for Various Changes to the City's Current Classification and Compensation Plan for Non-Civil Service Employees.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Belinda Torres, Director of Human Resources/Civil Service addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

C. Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Firefighters. [Belinda Torres, Director of Human Resources/Civil Service]

MOTION: Councilmember David White to Take Item into Executive Session.
SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Take into Executive Session Carried.

MOTION: Councilmember David White to Approve Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Firefighters.
SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

D. Consider Ordinance Providing for a Temporary Special Use Permit for the "18th Annual Texas Cook'Em: High Steaks in Edinburg" to be held from Friday, October 11, 2024 through Saturday, October 12, 2024 at Ebony Hills Golf Course, Being a Tract of Land Containing 66.886 Acres Situated in the City of Edinburg Out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Peña Drive, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Approve Ordinance Providing for a Temporary Special Use Permit for the "18th Annual Texas Cook'Em: High Steaks in Edinburg" to be held from Friday, October 11, 2024 through Saturday, October 12, 2024 at Ebony Hills Golf Course, Being a Tract of Land Containing 66.886 Acres Situated in the City of Edinburg Out of Lot 9, Section 274 and Lots 11 & 12, Section 271, Located at 300 West Mark Peña Drive, as Requested by Edinburg Chamber of Commerce.
SECOND: Councilmember David White

There was discussion. Jaime Acevedo, Director of Planning and Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

E. Consider Ordinance Providing for a Temporary Special Use Permit for the "25th

Anniversary Dirty Dave's Cycle" Event to be Held Friday, October 18, 2024, Through Saturday, October 19, 2024, at the Edinburg Racetrack being Property Identification Number 120073, Located at 15920 North I-69C, as Requested by David Garcia. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Approve Ordinance Providing for a Temporary Special Use Permit for the "25th Anniversary Dirty Dave's Cycle" Event to be Held Friday, October 18, 2024, Through Saturday, October 19, 2024, at the Edinburg Racetrack being Property Identification Number 120073, Located at 15920 North I-69C, as Requested by David Garcia.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning and Zoning and Jaime Ayala, Chief of Police addressed the Council's questions.

Mayor Pro Tem Daniel "Dan" Diaz withdrew his motion.
MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Table
SECOND: Councilmember David White

There was no discussion.
Mayor Ramiro Garza, Jr. asked that staff set up a meeting with the requestor. Councilmember David Salazar, Jr. asked the staff to do the due diligence as far as intelligence because it is very concerning for the entire community.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Table Carried.

F. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title V, Public Works, Chapter 53 Water Regulations, Water Conservation and Drought Contingency Plan to Include Section 53.33 Car Wash Establishments, Providing for the Creation of Spatial Distance from Adjoining Car Wash Establishments. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title V, Public Works, Chapter 53 Water Regulations, Water Conservation and Drought Contingency Plan to Include Section 53.33 Car Wash Establishments, Providing for the Creation of Spatial Distance from Adjoining Car Wash Establishments.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

11. AWARDING OF BIDS

A. Consider Authorizing the Purchase of Sixteen (16) Automatic License Plate Reader Cameras from Insight Public Sector, Inc., Using FY 2023 Office of the Governor Operation Stonegarden Grant No. 3172509 Funds, Through Omnia Contract No. 23-6692-03, in the Amount of $62,350.56. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David White to Approve Authorizing the Purchase of Sixteen (16) Automatic License Plate Reader Cameras from Insight Public Sector, Inc., Using FY 2023 Office of the Governor Operation Stonegarden Grant No. 3172509 Funds, Through Omnia Contract No. 23-6692-03, in the Amount of $62,350.56.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

B. Consider Awarding Bid No. 2024-14, Annual Plant Chemicals to the Lowest Bidder Per Line Item on a Per Unit Price and Execute Any Related Document Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David White to Approve Awarding Bid No. 2024-14, Annual Plant Chemicals to the Lowest Bidder Per Line Item on a Per Unit Price and Execute Any Related Document Thereto.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Gerardo Carmona Jr., P.E., Director of Utilities addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

12. ECONOMIC DEVELOPMENT

A. Consider Approval of the Edinburg EDC Fiscal Year 2024-2025 Program of Work and Budget. [Raudel Garza, Edinburg Economic Development Corporation Executive Director]

MOTION: Councilmember David Salazar, Jr. to Approve Approval of the Edinburg EDC Fiscal Year 2024-2025 Program of Work and Budget.
SECOND: Councilmember David White

There was discussion. Raudel Garza, Edinburg Economic Development Corporation Executive Director addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

13. ELECTION

A. Consider Amending the Order of the Special Municipal Election to be held on November 05, 2024. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Approve Amending the Order of the Special Municipal Election to be held on November 05, 2024.
SECOND: Councilmember David White

There was discussion. Clarice Y. Balderas, City Secretary addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

14. APPOINTMENTS

A. Discuss and Consider Appointments to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election: Place 11, One Candidate; Place 12, One Candidate; Place 13, One Candidate; and Place 14, One Candidate and Authorizing the City Manager to Submit the Official Ballot for the Appointments. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David White to Appoint to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election: Place 11 Randy Criswell; Place 12, Allison Heyward; Place 13, Harlan Jefferson; and Place 14, Mike Land and Authorizing the City Manager to Submit the Official Ballot for the Appointments.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Clarice Y. Balderas, City Secretary addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

B. Discuss and Consider Appointment to the Texas Municipal League Region 12 Director Election: Region 12 Director, One Candidate and Authorizing the City Manager to Submit the Official Ballot for the Appointments. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Appoint to the Texas Municipal League

Region 12 Director Election: Region 12 Director, Victor Sebastian "Seby" Haddad and Authorizing the City Manager to Submit the Official Ballot for the Appointments.
SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

15. CONSENT AGENDA

A. Consider Authorizing the City Manager to Enter Into A Professional Services Contract for RFQ 2024-003, Community Development Block Grant-Disaster Recovery (CDBG-DR) Chapin Pumps Rehabilitation Drainage Improvements, with SAMES, Inc. for an Amount Not to Exceed $81,912.50 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into A Professional Services Contract for RFQ 2024-003, Community Development Block Grant-Disaster Recovery (CDBG-DR) Chapin Pumps Rehabilitation Drainage Improvements, with SAMES, Inc. for an Amount Not to Exceed $81,912.50 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

B. Consider the Approval of Change Order No. 2 for McDonald Municipal & Industrial to

Reduce the Contract Amount by $50,000 and Authorize the City Manager to Execute Any Document Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David White to Approve Change Order No. 2 for McDonald Municipal & Industrial to Reduce the Contract Amount by $50,000 and Authorize the City Manager to Execute Any Document Related Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

C. Consider Authorizing the Renewal of Cortex XDR Antivirus System from Layer 3 Communications through Department of Information Resources (DIR) Contracts, DIR-CPO-4864, in the Annual Amount of $38,020.50. [Daniel Vera, Director of Information Technology]

MOTION: Councilmember David White to Approve Authorizing the Renewal of Cortex XDR Antivirus System from Layer 3 Communications through Department of Information Resources (DIR) Contracts, DIR-CPO-4864, in the Annual Amount of $38,020.50.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

D. Consider Approving the Quarterly Investment Reports for Periods Ending March 31, 2024 and June 30, 2024, Pursuant to the Public Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David White to Approve the Quarterly Investment Reports for Periods Ending March 31, 2024 and June 30, 2024, Pursuant to the Public Investment Act (PFIA).
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

E. Consider Authorizing the City Manager to Renew the Radio Service Agreement for Radio Service Between the City of Edinburg and the Rio Grande Valley Communications Group. [Omar Garza, Fire Chief]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Renew the Radio Service Agreement for Radio Service Between the City of Edinburg and the Rio Grande Valley Communications Group.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

16. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]

17. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 7:52 p.m.

OPEN SESSION

MOTION: Councilmember David White to convene into Open Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

MOTION: Councilmember David White to Proceed as discussed in Executive Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
Motion to Approve Carried.

B. Discussion and Possible Action Regarding Economic Development Projects. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

18. ADJOURNMENT

MOTION: Councilmember David White to Adjourn the meeting.
SECOND: Mayor Pro Tem Daniel "Dan" Diaz

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Daniel "Dan" Diaz, Councilmember David Salazar, Jr. and Councilmember David White
NAYS: None
ABSENT: Councilmember Jason De Leon
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
OCTOBER 1, 2024
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel "Dan" Diaz	Mayor Pro Tem
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Brandon Vail, Palm Valley Church.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on September 27, 2024 at 6:20 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated the purpose of the 67% increase to the water rate was to improve infrastructure, the intent is to provide more service for the community growth. A new water tower was proposed with a cost of $5 million, but how can the City provide more service without more water. Ms. McClaugherty stated the Council hired a consultant to propose an increase without evaluating the impact to the people, only how much could be made in revenue-bonds. She said in three years the people will be faced with a significant increase in the existing $280 million debt, because in Texas more debt means higher property taxes and more families losing their homes. Ms. McClaugherty state there is also a recession and spending should be limited to those things that are necessary. She stated this community will have to pay $14.5 million to move utilities along US Highway I69, it is going to have to construct more ponds to reduce flooding throughout the City. She stated street improvement, and public safety should be a priority, and the expenditures should be limited by studying and establishing the ability of the public to pay. Ms. McClaugherty stated elected officials should not have the free hand at increasing taxes beyond the ability of the people to pay. She said state laws say the property appraisal should be conducted at least every three years, yet in Hidalgo County it is done every year.

Heriberto Anaya: Mr. Anaya stated he owns property on Owassa Road and the property owner next to him has started developing but his plans encroach on Mr. Anaya's easement. He stated he sent a letter to the City and spoke with Planning and Zoning Director Jaime Acevedo and Assistant City Manager Tom Reyna in regards to the situation. Mr. Anaya stated the development is still going because the City of Edinburg approved the project encroaching on his property. He stated he has asked the City to respect his property line as shown on his title and deed, to no avail. Mr. Anaya stated he is still willing to give the City a piece of property in order for them to install a much needed lift station.

Deborah Tomai: Ms. Tomai, President of the Rio Grande Valley Down Syndrome Association, acknowledged members Erika, Damian, Blanca, Ester, and they were present to invite everyone to StepUp for Down Syndrome Awareness Walk happening Saturday, October 19, 2024 at the Edinburg Municipal Park. Ms. Tomai stated they have done the walk for 12 years and have held the event at the Edinburg Municipal Park eleven times. She stated during the process they meet with City staff and she appreciates the staff's kindness, willingness to listen, and share ideas. She said they are appreciative of all the work the City of Edinburg does to be inclusive and accessible to people with disabilities.

Ben Tomai: Mr. Tomai thanked the Mayor and Council and stated he is 13 years old and people call him Super Ben. Mr. Tomai stated he has Down Syndrome, was born and raised in Edinburg, Texas, he attends South Middle School and he likes to dance, and his favorite class is math. He said every year they have a walk for Down Syndrome, he said people with Down syndrome are important; they play, they have fun, and they have friends and family. Mr. Tomai invited everyone to join the Step Up for Down syndrome walk on Saturday, October 19, 2024; he stated they would have music, games, bounce houses and more.

Joan Garza: Ms. Garza, Hidalgo Family Violence Task Force along with Ms. Pearl Vasquez, District Attorney's Office were present to request approval to host their Fourth Annual Brides March in the City of Edinburg on October 26, 2024 at 8:00 a.m. She stated the march would start at 100 E. Cano St. marching on 107 towards N. 10th St. They invited the community and all survivors to come join the march wearing bridal wear if possible, honoring someone who lost their life at the alter to domestic violence.

Ronnie Larralde: Mr. Larralde, Executive Director of the Edinburg Chamber of Commerce was present to invite everyone to the Texas Cook'Em High Steaks in Edinburg on October 12, 2024. Mr. Larralde thanked the City staff, and all the sponsors for working with them on changing the date due to Hurricane Beryl back in July. He said it takes a lot to plan an event and it takes even more to find a date when an event is postponed, but they were able to get it scheduled. Mr. Larralde stated there are $20,000 on the line for the cook off competition to include ribs, chicken, brisket, and the famous steak making Edinburg one of the best places to be during that event. He said this event allows lots of free entertainment for the community at the Ebony Hills Golf Course, featuring many local bands, the Bert Ogden Stars and Stripes Car Show, 956 Corn hole, the Freedom Jump, Grupo Mesteño, and Grupo Intenso. He stated they would be honoring some local Veterans with scholarships to UTRGV, and there cannot be a Texas Cook'Em without the H-E-B fireworks show, plus Josh Abbott closing the event. Mr. Larralde stated it is a great event with plenty to do for the entire family, he thanked City Council, H-E-B, EEDC, Bert Ogden, City staff and all of the sponsors.

Jaime Ayala, Police Chief: Chief Ayala was present to introduce Domino the newest member of the Edinburg Police Department. He stated Domino came to fruition through collaboration with K9s for Warriors, a group that trains therapy dogs for military personal and first responders. Chief Ayala stated the regional peer support who works under contract for the Edinburg Police Department introduced this group to the Police Department. He stated it was great because they had been looking for a therapist/counselor for some time. Police Chief Jaime Ayala stated Domino is a four-year-old poodle and they are excited to have him roaming around the department and out in the community.

There were no further Public Comments.

5. PROCLAMATIONS/RECOGNITIONS

A. Present the Recipient for the Employee of the Month Award for the Month of September 2024. [Belinda Torres, Director of Human Resources/Civil Service].
Belinda Torres, Director of Human Resources/Civil Service presented Mr. Herman Spear, a crew leader with crew leader with the Edinburg Parks and Recreation Department as the employee of the month of September 2024.

Javier Garza, Director of Parks and Recreation stated he was proud to be able to recognize a hard working Parks and Recreation crew leader as the employee of the month. Mr. Garza stated two weeks ago, a child jammed a door to the bathroom at one

of the parks and he could not get out. He said the restrooms have a very small window and the boy began to panic while someone headed back to the shop to get something to open the door. Mr. Spear somehow took the window out and he crawled into the restroom was able to calm the child down and broke the door open and got the child out.

Eddie Salinas, Parks Operations Manager stated Herman Spear leads by example; Mr. Salinas said he has been part of the Parks and Recreation Department for six months and it has been an honor to work with Mr. Spear, he has great work ethics. He stated, Mr. Spear's passion to keep the parks infrastructure going is exemplary.

Mr. Herman Spear thanked everyone for the employee of the month recognition, he stated credit should be given to the supervisors and the bosses for providing them with all of the tools and equipment they need to get the job done and achieve their goals.

Mayor Ramiro Garza, Jr. thanked Mr. Spear for all of his hard work and for saving the child's life.

B. Presentation of Proclamation Recognizing October 2024 as Fire Prevention Month. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Omar Garza, Edinburg Fire Chief stated Fire Prevention Week is a national effort to spread fire prevention to the community, he stated for them it is more like fire prevention season. Chief Garza stated for the next four months the Fire Marshal's office will be visiting every elementary school and will perform a show teaching them fire safety. He said they would visit over 32 campuses and reach over 20,000 students by the time they are done. The Fire Chief stated they always emphasis on the children and the elderly so they will visit all the elementary schools and the adult daycares to teach them about fire safety. Chief Garza stated they take pride on their Fire Safety Program and they have been recognized throughout the state. Fire Chief Garza reminded everyone that on Saturday, October 5, 2024, the Fire Department would be hosting the Fire Stoppers Festival. He said the Fire Marshal's office has been working hard getting ready for it, it is strictly a kid's event and everything is free. He stated they would have the fire safety trailer, and the Fire Department obstacle course. The kids get to act like firefighters they can pull the water hose, they spray water, and they have pretend ax. He stated they will have their fire extinguisher tutor, free carnival rides, the Contacto Animal exhibit, the Jurassic RGV exhibit, several moon jumps, a foam party, miniature 9 hole golf course, and a petting zoo with a magical unicorn. Chief Garza stated they had many things for the kids to do and it is all to promote fire safety. He said they have been hosting this event for over thirty years and he invited everyone to come out.

Mayor Ramiro Garza, Jr. thanked Chief Garza and the Fire Department for what they do at the schools. He stated the kids really get into the show. He said the Fire Department does a good job displaying fire prevention and spreading fire awareness.

Mayor Pro Tem Daniel "Dan" Diaz stated he would like the public and the school

district to know that the Fire Department came up and put together the entire performance, it includes a video, music, props, and costumes. He said it is very impressive and everyone should watch it.

6. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the hearing open for public comments on items A through C at 6:30 p.m. There were no comments; Mayor Ramiro Garza, Jr. declared the hearing closed at 6:31 p.m.

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District to Industrial, General (IG) District, 1.00 Acre of Land in the Texas-Mexican Railway Company Survey, Abstract No. 270, Located at 1201 South 28th Avenue, as Requested by Andrew Burke on Behalf of Arnoldo and Guadalupe Rodriguez. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Ordinance Providing for the Rezoning Request from Commercial, General (CG) District to Industrial, General (IG) District, 1.00 Acre of Land in the Texas-Mexican Railway Company Survey, Abstract No. 270, Located at 1201 South 28th Avenue, as Requested by Andrew Burke on Behalf of Arnoldo and Guadalupe Rodriguez.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multi-family (RM) District to Commercial, Neighborhood (CN) District, Being a 0.635 Acre Tract of Land, Out of the South ½ of Lot 33 Kelly-Pharr Subdivision, Located at 4107 South Veterans Boulevard Road, as Requested by KNO Property Development, LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. Approve Ordinance Providing for the Rezoning Request from Residential, Multi-family (RM) District to Commercial, Neighborhood (CN) District, Being a 0.635 Acre Tract of Land, Out of the South ½ of Lot 33 Kelly-Pharr Subdivision, Located at 4107 South Veterans Boulevard Road, as Requested by KNO Property Development, LLC.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being a 12.79 Acres Tract of Land More or Less, Situated in the City of Edinburg, Hidalgo County, Texas, Said 12.79 Acres Tract Consisting of: a Part or Portion Out of Lot 12 and All of Lot 13, Block 7, Santa Cruz Gardens Unit No. 3, Located at 4918 North Doolittle Road, as Requested Rio Delta Engineering on Behalf of Copper Cove Subdivision, LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being a 12.79 Acres Tract of Land More or Less, Situated in the City of Edinburg, Hidalgo County, Texas, Said 12.79 Acres Tract Consisting of: a Part or Portion Out of Lot 12 and All of Lot 13, Block 7, Santa Cruz Gardens Unit No. 3, Located at 4918 North Doolittle Road, as Requested Rio Delta Engineering on Behalf of Copper Cove Subdivision, LLC.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Councilmember David White requested an explanation on the term.

Ivan Garcia, Rio Delta Engineering stated the property was voluntary annexed to the City of Edinburg and the rezoning process was after the annexation.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

7. ORDINANCES

A. Consider the Ordinance Providing for a Temporary Special Use Permit for the "GE Aerospace Company Party Picnic" to be Held on Saturday, October 12, 2024, at the Edinburg Municipal Park Being Portions of Lots 9, 10, 12 and 16 and All of Lot 11, Section 268, Texas- Mexican Railway Company's Survey, Located at 714 South Raul Longoria Road, as Requested by Ivanna Flores, GE Aerospace Employee HR Leader. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember David White to Approve Ordinance Providing for a Temporary Special Use Permit for the "GE Aerospace Company Party Picnic" to be Held on Saturday, October 12, 2024, at the Edinburg Municipal Park Being Portions of Lots 9, 10, 12 and 16 and All of Lot 11, Section 268, Texas- Mexican Railway Company's Survey, Located at 714 South Raul Longoria Road, as Requested by Ivanna Flores, GE Aerospace Employee HR Leader.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Consider the Ordinance Providing for a Temporary Special Use Permit for the "4th Annual Brides' March" to be held on Saturday, October 26, 2024, from 8:00 a.m. to 12:00 Noon at the Hidalgo County Criminal District Attorney's Office Victims Unit, Being All of Block 230, Lots 15 thru 24 Edinburg Original Townsite, Located at 107 North 10th Avenue, as Requested by Rosie Martinez on Behalf of Hidalgo County Criminal District Attorney's Office. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Approve Ordinance Providing for a Temporary Special Use Permit for the "4th Annual Brides' March" to be held on Saturday, October 26, 2024, from 8:00 a.m. to 12:00 Noon at the Hidalgo County Criminal District Attorney's Office Victims Unit, Being All of Block 230, Lots 15 thru 24 Edinburg Original Townsite, Located at 107 North 10th Avenue, as Requested by Rosie Martinez on Behalf of Hidalgo County Criminal District Attorney's Office.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

C. Consider the Ordinance Providing for a Temporary Special Use Permit for the "17th Annual "Children's Fall Festival" Friday, October 25, 2024, Located at 1100 West Trenton, As Requested by Kassandra Rodriguez Representative of South Texas Health Systems - Children's Hospital. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember David Salazar, Jr**.** to Approve Ordinance Providing for a Temporary Special Use Permit for the "17th Annual "Children's Fall Festival" Friday, October 25, 2024, Located at 1100 West Trenton, As Requested by Kassandra Rodriguez Representative of South Texas Health Systems - Children's Hospital.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

8. PETITION

A. Consider the Petition Providing for the Voluntary Annexation of 33.22 Acre Tract of Land Out of Lots 2 and 3, Section 267, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 3800 East Richardson Road, as Requested by Quintanilla, Headley and Associates, Inc. on Behalf of Red Rock Estate Development Group, LTD. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Petition Providing for the Voluntary Annexation of 33.22 Acre Tract of Land Out of Lots 2 and 3, Section 267, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 3800 East Richardson Road, as Requested by Quintanilla, Headley and Associates, Inc. on Behalf of Red Rock Estate Development Group, LTD.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

9. BUDGET

A. Consider Approving Fiscal Year 2023-2024 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]

Legal

1. General Fund: FROM Professional Services TO Salaries; Overtime; Taxes; Retirement; Group Insurance; Disability Insurance; and Communications Service Agreements, in the Amount of $44,350. [Josephine Ramirez Solis, City Attorney]

Fire

1. General Fund: FROM Seniority Pay; Group Insurance; Disability Insurance; Worker's Compensation Ins; and Professional Services TO Salaries; Longevity; Overtime; Certification Pay; Assignment Pay; Taxes; and Retirement, in the Amount of $327,190. [Omar Garza, Fire Chief]

Solid Waste Management

1. Solid Waste Management Fund: FROM Motor Vehicle Fuel; and Machines & Equipment TO Motor Vehicles-Maintenance, in the Amount of $25,000. [Ramiro Gomez, Director of Solid Waste Management]

2. Solid Waste Management Fund: FROM Machines & Equipment-Capital Outlay TO Machines & Equipment-Maintenance, in the Amount of $39,000. [Ramiro Gomez, Director of Solid Waste Management]

3. Solid Waste Management Fund: FROM Wearing Apparel; and Other TO Office Supplies, in the Amount of $898. [Ramiro Gomez, Director of Solid Waste Management]

4. Solid Waste Management Fund: FROM Group Insurance TO Utilities, in the Amount of $12,800. [Ramiro Gomez, Director of Solid Waste Management]

MOTION: Councilmember David White to Approve Fiscal Year 2023-2024 Budget Transfers as follows: **Legal:** General Fund: FROM Professional Services TO Salaries; Overtime; Taxes; Retirement; Group Insurance; Disability Insurance; and Communications Service Agreements, in the Amount of $44,350. **Fire:** General Fund: FROM Seniority Pay; Group Insurance; Disability Insurance; Worker's Compensation Ins; and Professional Services TO Salaries; Longevity; Overtime; Certification Pay; Assignment Pay; Taxes; and Retirement, in the Amount of $327,190. **Solid Waste Management:** Solid Waste Management Fund: FROM Motor Vehicle Fuel; and Machines & Equipment TO Motor Vehicles-Maintenance, in the Amount of $25,000, Solid Waste Management Fund: FROM Machines & Equipment-Capital Outlay TO Machines & Equipment-Maintenance, in the Amount of $39,000, Solid Waste Management Fund: FROM Wearing Apparel; and Other TO Office Supplies, in the Amount of $898, Solid Waste Management Fund: FROM Group Insurance TO Utilities, in the Amount of $12,800.
SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

10. ECONOMIC DEVELOPMENT

A. Consider Approval of the Incentive Disbursement to RREAL LLC in the Amount of $50,000. [Raudel Garza, Edinburg Economic Development Corporation Executive Director]

MOTION: Councilmember David White to Approve the Incentive Disbursement to RREAL LLC in the Amount of $50,000.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.
Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember

Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

11. ELECTION

A. Consider Authorizing the City Manager to Enter Into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be Held on November 05, 2024. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be Held on November 05, 2024.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Josephine Ramirez Solis, City Attorney addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

12. CONSENT AGENDA

A. Consider Approving the Purchase of Network Hardware from Netsync Network Solutions, Inc. Through Department of Information Resource (DIR) Contracts, Funded Through the U.S. Department of the Treasury American Rescue Plan Act (ARPA) - State and Local Fiscal Recovery Funds (SLFRF) Grant, in the Amount of $44,528.95. [Daniel Vera, Director of Information Technology]

MOTION: Councilmember David White to Approve the Purchase of Network Hardware from Netsync Network Solutions, Inc. Through Department of Information Resource (DIR) Contracts, Funded Through the U.S. Department of the Treasury American Rescue Plan Act (ARPA) - State and Local Fiscal Recovery Funds (SLFRF) Grant, in the Amount of $44,528.95.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

B. Consider Increasing the Amount of the Purchase Order P240512 to Drug Testing and More in an Amount Not to Exceed $13,500 for the Services of Drug and Alcohol Testing. [Belinda Torres, Director of Human Resources/Civil Service]

MOTION: Councilmember David White to Approve Increasing the Amount of the Purchase Order P240512 to Drug Testing and More in an Amount Not to Exceed $13,500 for the Services of Drug and Alcohol Testing.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

C. Consider Resolution Authorizing the City Manager to Enter Into a Fiscal Year 2024-2025 Routine Airport Maintenance Program (RAMP) Grant Agreement with Texas Department of Transportation (TxDOT) Aviation Division, whereby City of Edinburg may be Eligible for up to $100,000.00 Reimbursement of Eligible Airport FY 2025 Budgeted Maintenance and Projects Expenditures. [Eddie Velarde, Director of Aviation]

MOTION: Councilmember David White to Approve a Resolution Authorizing the City Manager to Enter Into a Fiscal Year 2024-2025 Routine Airport Maintenance Program (RAMP) Grant Agreement with Texas Department of Transportation (TxDOT) Aviation Division, whereby City of Edinburg may be Eligible for up to $100,000.00 Reimbursement of Eligible Airport FY 2025 Budgeted Maintenance and Projects Expenditures.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

D. Consider Awarding Bid No. 2024-17, HMAC Type D Hotmix, a One (1) Year Supply Agreement to Vendor Frontera Materials, Inc. for their Unit Price of $70.00 Per Ton of River Rock Type "D" Hot Mix and $78.00 Per Ton of Limestone Type "D" Hot Mix, and Award a One (1) Year Supply Agreement to the Alternate Vendor, Terra Firma Materials, LLC. for their Unit Price of $76.22 Per Ton of River Rock Type "D" Hot Mix and $78.22 Per Ton of Limestone Type "D" Hot Mix, funded through the US. Department of the Treasury American Rescue Plan Act (ARPA) - State and Local Fiscal Recovery Funds (SLFRF) Grant. [Vincent A. Romero, CPM, Public Works Director]

MOTION: Councilmember David White to Approve Awarding Bid No. 2024-17, HMAC Type D Hotmix, a One (1) Year Supply Agreement to Vendor Frontera Materials, Inc. for their Unit Price of $70.00 Per Ton of River Rock Type "D" Hot Mix and $78.00 Per Ton of Limestone Type "D" Hot Mix, and Award a One (1) Year Supply Agreement to the Alternate Vendor, Terra Firma Materials, LLC. for their Unit Price of $76.22 Per Ton of River Rock Type "D" Hot Mix and $78.22 Per Ton of Limestone Type "D" Hot Mix, funded through the US. Department of the Treasury American Rescue Plan Act (ARPA) - State and Local Fiscal Recovery Funds (SLFRF) Grant.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

E. Consider Approving the City Council Minutes for the following: 2024 Regular

Meetings: July 02, 2024, July 16, 2024, and August 7, 2024. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David White to Approve the City Council Minutes for the following: 2024 Regular Meetings: July 02, 2024, July 16, 2024, and August 7, 2024.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

13. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
Mayor Ramiro Garza, Jr. would like an update on Owassa Road on the next meeting.

14. EXECUTIVE SESSION

MOTION: Councilmember David White to convene into Executive Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.
Mayor Ramiro Garza, Jr. convened into Executive Session 6:40 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

A. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David Salazar, Jr. to Proceed as Directed in Executive Session Regarding the Purchase, Exchange, Lease, or Value of Real Property. Regarding Economic Development Negotiations
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

B. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
MOTION: Councilmember David Salazar, Jr. to Proceed as Directed in Executive Session.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

C. Discussion Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action

D. Consultation with City Attorney and Possible Action Regarding City of Port Isabel, et al. v. FERC, Case Nos. 23-1174 (L),et al.(consolidated). (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

MOTION: Councilmember David Salazar, Jr. to Proceed as Directed in Executive Session Regarding City of Port Isabel, et al. v. FERC, Case Nos. 23-1174 (L),et al.(consolidated). (§551.071. Consultation with Attorney; Closed Meeting; §551.087.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

15. ADJOURNMENT

MOTION: Councilmember David White to Adjourn the meeting.
SECOND: Mayor Pro Tem Daniel "Dan" Diaz

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr. and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
OCTOBER 15, 2024
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel "Dan" Diaz	Mayor Pro Tem
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Gabriella Conklin, First Lutheran Church.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on October 11, 2024 at 5:45 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

A. 2nd Annual Homestead Exemption Workshop.

Myra L. Ayala, City Manager stated the City of Edinburg would be hosting the 2nd Annual Homestead Exemption Workshop on Wednesday, October 30, 2024, from 3:00 p.m. to 7:00 p. m. at the Edinburg Activity Center located 123 E. Mark S. Pena Dr. She stated personnel from Hidalgo County and the Appraisal District will be present to answer any questions and to assist with the processing of applications. Residents applying for the exemption must have a valid Texas Driver's license or ID, and the ID address must match the property for which the exemption is being claimed. To qualify for an exemption the property owner must occupy the property as their principle residence and neither they nor a spouse can claim an exemption on any other property.

B. Halloween Fall Festival

Myra L. Ayala, City Manager stated the Parks and Recreation Department is hosting their annual Fall Festival; the City of Edinburg will be celebrating the 25th Annual Fall Festival on Thursday, October 25, 2024, from 6:00 p.m. to 9:00 p.m. at the Municipal Park. She said the festival will feature a variety of activities including a costume contest for all age groups, hay rides, games, food vendors, a video game trailer, and City departments will be competing in the Trunk or Treat contest with theme displays. Ms. Ayala invited everyone to come out and have fun.

C. Fall Brawl

Myra L. Ayala, City Manager stated as part of the Fall Festival weekend the Edinburg Parks and Recreation will be hosting the Fall Brawl a boxing event on Saturday, October 27, 2024 at 315 E. Mark S. Pena Dr. the doors will open at 1:30 p.m. with the first match at 2:00 p.m. She stated the event would feature 24 amateur matches, sanctioned by US Boxing with each match including a City of Edinburg boxer. The general admission will be $5.00 and there will be VIP seating for $10.00 all proceeds will benefit the Edinburg Cares Food Drive.

D. Los Muertos Bailan

Myra L. Ayala, City Manager stated the Cultural Arts had a couple of events coming up. She said one of Edinburg's largest cultural celebration is Los Muertos Bailan, it will take place on Saturday, October 26, 2024 from 5:00 p.m. to 11:00 p.m. Ms. Ayala stated it is a vibrant festival that honors the lives and memories of the dearly departed, and this year's community alter will be dedicated to Chad Dempsey. She said the event would feature three stages, two entertainment zones, a fun zone, with dancing horses, free concert headlining La Sonora Dinamita, and other performances with include Edinburg's own El Guero Hernandez and heavy metal band Metalachi. Ms. Ayala encouraged everyone to come out and celebrate in honor of Chad Dempsey.

E. Veterans Day Parade and Concert

Myra L. Ayala, City Manager stated the City of Edinburg would continue its tradition as the Home Town of Heroes by hosting the annual Veterans Day Parade and concert on Saturday, November 2, 2024. The parade will begin at 10:00 a.m. from Robert Flores Stadium traveling north on Closner concluding on Kuhn St. Ms. Ayala stated there is construction going on so all floats will enter through Canton Rd. and down Old

Closner Blvd. to Dawson Drive. She said later in the evening at 5:00 p.m. the City of Edinburg will be hosting a Veterans Day concert featuring Las Cuerdas, Tejano Legend Sammy Arriaga and Los Palominos. Ms. Ayala stated Veterans, children under twelve and anyone who brings a $20 value toy for the Blue Santa campaign will enjoy a free entry, general admission will be $20.

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing October 2024 as Community Planning Month. [Jaime Acevedo, Director of Planning & Zoning].
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Jaime Acevedo, Director of Planning & Zoning thanked the Mayor and Council and stated 2022 through 2023 were record years for development in the City of Edinburg and although 2024 started a little slow it will finish strong. A large number of subdivisions went in, in the last couple of weeks. He stated recorded year to date they have about 40 plats which equates to about 1,000 lots of development and currently there are 35 subdivisions under construction and 109 under review. Mr. Acevedo stated along with development staff also reviews about 300 building permits every month. He said in August they started having two Planning and Zoning meetings a month to speed up the development process. Mr. Acevedo thanked the Council and City Management for the continued support.

Mayor Ramiro Garza, Jr. thanked Mr. Acevedo and the entire Planning and Zoning staff for their work, he stated there is quite a bit of things happening in the City. He thanked Mr. Elias Longoria, Chair of the Planning and Zoning Commission and the entire board for his service, and for having that additional meeting monthly to help keep all the activities moving along.

B. Presentation of Proclamation Recognizing October 14-18, 2024 as Texas Chamber of Commerce Week. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Ronnie Larralde, Executive Director of the Edinburg Chamber of Commerce thanked the Council for recognizing the Chamber of Commerce he stated the recognition extends to the board, ambassadors, and the over 600 members of the Edinburg Chamber of Commerce. Mr. Larralde recognized the members that were present at the meeting Imelda Rodriguez, Executive Assistant, Nayeli Zenteno, Director of Marketing and Tourism, Nick Cantu, Vice President of Membership, Jesse Trevino, Board Member, Angela Aceves, Board Member, and Priya Govind, Board Member. Mr. Larralde thanked the Mayor, Council, City Management, and City staff for all the help and support and their help to make "Texas Cook'Em," such an amazing event. Mr. Larralde stated many people came out to the event; it turned out to be such a wonderful event with beautiful weather. On behalf of the Edinburg Chamber of Commerce Mr. Larralde thanked the City for the proclamation and stated this support highlights the vital role the Chamber plays in fostering a thriving business environment community. He

thanked the board members, volunteers, and the ambassadors, he stated their hard work and commitment make the Edinburg Chamber of Commerce initiatives possible and together they will continue to strengthen the community and continue supporting local businesses.

Mayor Ramiro Garza, Jr. thanked Mr. Larralde and the Edinburg Chamber of Commerce staff that organize all of their events. He stated the Edinburg Chamber of Commerce has been part of the city for a very long time, with a staff of only four, it takes a lot to organize the events that they do, but they have many volunteers that help. Mayor Ramiro Garza, Jr. thanked everyone and congratulated them for the recognition.

6. PUBLIC COMMENTS

Sylvia Vega, Saint Joseph Catholic Parent Teacher Organization: Ms. Vega stated they are spearheading the 2024 Turkey Fest to take place on November 9, 2024. She said Saint Joseph Catholic School has been part of the Edinburg community for 70 years, supporting the growth and flourishing of the City. Ms. Vega stated this year's Turkey Fest marked the 25th annual celebration, she said it is their largest community builder and fundraiser. She stated this year's theme is a "Winter Wonderland," creating a magical atmosphere for all attendees. Ms. Vega announced the festival would include a student starch bake off, displaying the culinary skills of their talented students, whom compete in baking from scratch. She stated they would have a live and silent auction, which feature a wide variety of unique items, handcrafted goods, services from local businesses and exclusive experiences donated by generous donors. They would have raffles, the all-time favorite Bingo with exciting prizes in every round, and they would have games and carnival rides, and festival food. Ms. Vega stated that on September 30, 2024, their comprehensive plan to adhere with City requirements was preliminary approved. She said Turkey Fest brings together not only their parish families and alumni but also the wider community including sister parishes and students from the University of Rio Grande Valley and they warmly invite everyone to make this a memorable day.

Fern McClaugherty: Ms. McClaugherty stated early voting starts October 22, 2024, and it goes through November 1, 2024, with election on November 5, 2024. She said you can visit the City's website of the Hidalgo County website and print out the sample ballot but it must be on yellow paper, your precinct number, she stated the papers you get from the elections, your voter's registration card has the information you need. Ms. McClaugherty stated everyone should look up this information because there are eleven city propositions and if people wait to start reading at the polls everyone is going to be there forever, she reminds everyone not to forget about early voting. Ms. McClaugherty asked everyone to pray for Israel that they win this war and for all the hostages to be released.

Heriberto Anaya: Mr. Anaya stated it's been over nine years since the City annexed the area on Owassa Road and he has been requesting the services they were promised. He stated he is blessed and has been willing to donate a piece of land to the City for a

lift station as a way to give back to the community and help render the services needed in that area. Mr. Anaya stated he met with Mr. Acevedo before the meeting because a property owner pulled a permit to build a fourplex, has encroached on his property off Jackson Road and he called the police. The police stated it was a civil matter that should be handled between both parties. Mr. Anaya feels that he is not being helped by the City; in fact, the he is now being sued for trespassing on his own property. He said he has had to hire an attorney and he has showed his property deed to Mr. Acevedo and Mr. Reyna but it did not help, he said he asks that the City look into this matter and help come to some type of an agreement, not where someone can just come and take. Mr. Anaya thanked the Council for their time and asked that the city reach out to him for the development of the lift station.

There were no further Public Comments.

7. PRESENTATIONS AND REPORTS

A. Presentation of Check to Edinburg Consolidated Independent School District for Edinburg Cares Food Drive Event. [Javier Garza, Director of Parks and Recreation]

Javier Garza, Director of Parks and Recreation stated he was excited to present this pledge of 1,000 food baskets to the Edinburg Consolidated Independent School District (ECISD) as part of Edinburg Cares. Mr. Garza stated this venture was started 18 years ago but 13 years ago when they partnered with ECISD it became Edinburg Cares, he said with this partnership there are now able to help thousands of families. Mr. Garza introduced the ECISD representatives, Dr. Mario Salinas, Letty Garcia, Letty Flores, and Sandra Rodriguez. Mr. Javier Garza stated the Edinburg Cares distribution would take place on Saturday, November 23, 2024 at the Edinburg Parks and Recreation Center at 9:00 a.m.

Sandra Rodriguez stated in 2011 this venture started with ten turkeys and last year Edinburg Cares gave out about 1200 turkeys and food baskets. She said it is very rewarding to go out there in teams and visit with these families. Ms. Rodriguez stated there are families that have never cooked a turkey and they would ask what they should do with it, and to later see pictures of the family meal they had on Thanksgiving said a lot. Mr. Rodriguez thanked the Council for all their support of the Edinburg Cares food drive, and they only hope it gets bigger and better every year. She said the donations go back to ECISD students, so on behalf of the Superintendaint, School Board, and Staff she thanked the City of Edinburg Parks and Recreation and the City of Edinburg staff for Edinburg Cares and all they do for the students.

Mayor Ramiro Garza, Jr. thanked Dr. Salinas and the ECISD Board and staff for partnering with the City and Edinburg Parks and Recreation for Edinburg Cares. He said this could not be done without the help of all the volunteers and the partnerships.

Mayor Pro Tem Daniel “Dan” Diaz stated this is not just a turkey it’s an entire Thanksgiving meal and none of this could happen without the partners and H.E.B. is a big partner they sell the turkeys at a great price, and ECISD who knows the families

better, it is a great progam.

Sandra Rodriguez stated they take donations, they place donation boxes through out the City, at every school and sometimes the different teams challenge themselves by adding a pie, bread, and the paper goods. She stated it is greatly rewarding seeing the families receiving this because some students count on the meals they get at school.

Mr. Javier Garza, Director of Parks and Recreation stated they are currently taking monetary donations from businesses and just anyone who wishes to help. He the Parks and Recreation would have the Fall Brawl and all proceeds wood go to the Edinburg Cares program.

B. Presentation Regarding the City of Edinburg Special Municipal Charter Amendment Election to be held November 05, 2024. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary stated the Special Charter Amendment Election would be held on November 5, 2024. She said on August 15, 2023, the Charter Review Committee was created, and they held bi-weekly meetings from December 1, 2023 through May 23, 2024. Ms. Balderas stated the meeting were open to the public. On June 18, 2024, the Charter Review Committee presented the proposed Charter amendments to the Edinburg City Council. She stated on July 16, 2024, the Edinburg City Council approved Resolution No. 2639, ordering the Special Election to be held on November 5, 2024. Ms. Balderas stated early voting will be held from October 21 through November 1, 2024, from 7:00 a.m. to 7:00 p.m. Weekend early voting will be held Saturday, October 26, 2024 from 7:00 a.m. to 7:00 p.m. and Sunday, October 27, from 10:00 a.m. to 4:00 p.m. She said there would be 23 polling locations in side City limits and 129 polling location countywide on Election Day. Ms. Balderas stated the last day to apply for ballot by mail is Friday, October 25, 2024; the last day for the Hidalgo County Election Department to receive the ballot by mail is on Election Day Tuesday, November 5, 2024.

Ms. Balderas read aloud the 11 propositions, which will become part of the minutes.

Mayor Ramiro Garza, Jr. stated he requested this presentation to explain to the public what is being proposed is mainly just to clean up the Charter and making sure it adheres with state law.

Mayor Pro Tem Daniel “Dan” Diaz stated most of these amendments are to adhere and be congruent with current Texas law, because the Charter had not been amended to mimic that. He said he was glad that it is clear language, he stated he gone to vote and the language is very iffy so is you say yes you are voting no or you vote no it is a yes, but this language is very straight forward.

Josephine R. Solis, City Attorney stated now the City would be consistent with the state law.

Councilmember David White stated there has never been a review or amendment just to

clean up the Charter. He said there has been some to change the Charter but nothing for just a house cleaning to mirror the State of Texas, so that if someone comes and says they can do it like this the Council would say no because the State says it has to be done this way.

C. Presentation on Status of Capital Improvement Projects. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

Mayor Ramiro Garza, Jr. stated he would like a summary page that has all the projects under construction listed with a summary of each projects like the percentage of completion, a completion date, is the project on schedule or where is each project is at.

Mardoqueo Hinojosa, City Engineer read through and presented the Capital Improvement Projects aloud. The presentation will become part of the minutes.

Mayor Ramiro Garza, Jr. inquired where the City was in terms of an Interlocal Agreement with TxDOT. He stated TxDOT would not move forward on projects without an Interlocal Agreement in place. Mayor Garza stated the City was supposed to include the City's landscape plans as part of TxDOTs overall construction. He stated they had a meeting with Precinct 2 Commissioner Cantu's office and everyone had agreed not to have separate contracts, but instead have an Interlocal Agreement. Mayor Garza asked if the project plans on the part of the City were completed.

Gerardo Carmona, Director of Utilities stated the plans are about 97% completed pending feeding back from TxDOT.

Mayor Ramiro Garza, Jr. requested they schedule a meeting with TxDOT and all other parties involved to figure how to move forward, because it is a high priority project and the City cannot be the ones holding up the project.

Myra L. Ayala, City Manager stated they have reached out to TxDOT, she said the consultant is still working out the documentation and information required for the Interlocal Agreement. She said the City would follow up with TxDOT.

Councilmember David White asked about the reconstruction of Sprague Street. between 10th Street, and Mon Mack Road. that should have been fixed this year.

Gerardo Carmona, Director of Utilities went over the remainder of the Capital Improvement Projects. The presentation will hereby made part of the minutes. Mr. Carmona stated there was an item on the agenda for the Council's consideration to approve the standard utility agreement for the new Booster Station.

Vincent Romero, Director of Public Works stated on the reconstruction of Sprague Street between 10th Street and Mon Mack Road because the end of the year the contract they had for hot-mix ended on September 30, 2024, and they had to resolicit bids and they just executed the contract for hot-mix and are now in the process of submitting a

requisition to open Purchase Orders for the material. He stated within the next three to four weeks they should be back to repaving Sprague Street Mr. Romero stated there is a piece of equipment a milling machine they need to rent he said they did have a purchase order but due to mechanical problems on the equipment from Anderson Equipment they were not able to get the equipment before the end of the year.

D. Presentation on Alberta Road Reconstruction Project. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

Mardoqueo Hinojosa, P.E., CFM, City Engineer stated on the reconstruction of Alberta Road from the west city limits to Hwy 281 project was broken into milestones. He said milestone one being the west city limits to McColl Road and the other section from McColl Road to Jackson Road was completed as Phase One. He said they are working on milestone two the section between Jackson Road and Sugar Road, the east half of the four lanes has been paved and currently working on the west side. He stated they are have a conflict with an irrigation line and a storm inlet, which is keeping them from paving that section.

Mayor Ramiro Garza, Jr. asked whom the irrigation line belonged to and if they coordinated the utilities prior to starting construction?

Mr. Hinojosa stated it was a line that was missed when Irrigation District No. 2 spotted their utility lines. He said the City will relocated the line because it will cause conflict with the City's storm lines and the inlets. Mr. Hinojosa stated they are looking at about three weeks. He said the storm line is already in place they would do the installation of the inlet, and they would then relocate the conflicting irrigation line out of the way. They will then level and compact that area with caliche to make it drivable, before they can do the curb and gutter. Mr. Hinojosa stated at the same time they will be tearing up the north side of the road to pave both north and south sides of the road equally paved. He said the infrastructure is already in place just pending final connections so it will be quicker, estimating to have it ready by Thanksgiving. Mr. Hinojosa stated the first one thousand feet of the east side of Sugar Road. all the utilities are in place and the street is being reworked and should be paved and completed in about four weeks. He said the section after that would take about 120-150 days, because of the infrastructure to install the utilities.

Mayor Ramiro Garza, Jr. stated there was a subdivision being constructed in that area, and asked what access it will have. Mayor Ramiro Garza, Jr. asked if the area east of that intersection was part of the project and if that section would be widened into four lanes.

Mr. Hinojosa stated in four weeks they would have access on the west side with the four lanes, but once the construction on the opposite side begins, the access will be limited. He said during a meeting they discussed the intersection of Closner Boulevard and Alberta Road which currently free-flow north and south traffic with stop signs for east and west traffic with a blinking light as indication of the stop signs. Mr. Hinojosa stated

the area east of the intersection would be improved and depending on how the intersection is finalized, may change the outcome but as of now, it will be a three-lane road. He said they met with TxDOT and proposed free-flow traffic going north on 281, a protected left going north from Alberta, with a stop sign for traffic going south on 281. TxDOT would only consider leaving the intersection as is or implementing the bypass lane because it is too fast of an intersection for any other options.

Mayor Ramiro Garza, Jr. stated there is a major truck reconstruction shop, they will have trailers and major traffic that will really affect what is done to the intersection especially limiting the access on Alberta Road Mayor Garza asked if a traffic signal was proposed to TxDOT for this intersection and if so what type of traffic signal, did it have full access to Alberta Road or was it limited and was it warranted.

Mardoqueo Hinojosa, City Engineer stated a warrant study was done for a traffic signal and a regular full access to the four-intersection traffic signal was proposed to TxDOT. He said TxDOT did not approve because they considered it would be difficult to stop with the 55 mph speed limit and the overpass being so close to Alberta Road.

Mayor Pro Tem Daniel "Dan" Diaz stated the reason this is being considered is because there have been many accidents with deaths on that intersection where people are trying to avoid the congestion on Trenton and head east on Alberta Road to cross the access road to get on the expressway. He stated initially there was a traffic light proposed but the concern was that a red light would backup traffic onto the off-ramp, causing accidents on the ramp. Mr. Diaz stated that at the time he and Councilmember De Leon asked if TxDOT would consider lowering the speed limit and signs, it was not an option at the time. He said the thought was drivers going up on the over pass would not be able to see the traffic at the light so they would be controlling one area and creating a problem on the other side. Mr. Diaz stated the biggest issue and the most accidents were from drivers trying to cross Closner Boulevard to access the expressway and what is being proposed now does not mean the drives will not have access to the expressway they would just have to south and under the underpass to access the expressway.

Mayor Ramiro Garza, Jr. stated with the warranted full signal traffic light would help. He said about 98% of the people were against the proposed protected left from Alberta Road and they want a traffic signal where Alberta Road traffic has direct access to the expressway.

Councilmember David White stated just like going into or out of Laguna Vista, they have the flashing lights indicating there is a traffic light up head, he said right before the traffic light is turning red the warning lights start flashing. Councilmember White stated TxDOT has the authority to lower a speed limit, he said years ago as a police officer he shut down a road with the objection of TxDOT, but the area was so unsafe there were so many accidents and after the road closure TxDOT decided to redesign that area.

Councilmember Jason De Leon stated he lives in the area and he goes by that intersection daily and he said this proposal is a lot better than the original proposal and

he feels this is the safest way to help avoid any more accidents. He stated the speed limit can be lowered but people are not going to abide by it, he said drivers are coming off the expressway at a certain speed and they will just continue at that same rate. Councilmember De Leon stated he would like to have that straight access to the expressway but the proposition is the best way to keep it safe and save lives.

Mayor Ramiro Garza, Jr. stated all those points were discussed during a meeting with all the stakeholders but taking a step back, they are trying to expand thoroughfares east and west but here it would be cutting it off. He said Trenton Road is already highly trafficked and this would just add more traffic to it, and it is not a good idea to limit access.

Mayor Pro Tem Daniel "Dan" Diaz stated this would keep drivers from going from zero to gunning it across Closner Blvd. and risk being hit by cars coming full speed. He said the expressway would still be accessible you would just have to go under the overpass to gain access to the expressway safely. Mayor Pro Tem Diaz asked for an estimated number of vehicles coming from the off ramp that would essentially stop at the traffic signal based on the amount of time the traffic lights takes and the number of the traffic currently traveling through that intersection.

Mayor Ramiro Garza, Jr. stated the biggest concern is limiting the access for Alberta Road and what is being proposed would cut Alberta off to only go north or south. He said the traffic study warranted a traffic signal. Mayor Ramiro Garza, Jr. stated the area is currently under construction and staff need direction on how to move forward. He said he would like another Public Meeting with the stakeholders at a City Council Meeting to discuss this intersection and decided what should be done.

8. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the hearing open for public comments on items A through F at 7:40 p.m. There being no further comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 6:49 p.m.

A. Hold Public Hearing and Consider Approval of Substantial Amendment No. 1 to the Community Development Block Grant Program – Fiscal Year 2023-2027 Consolidated Plan & Strategy. [Claudia L. Farias, Director of Grants Administration]
Fern McClaughtery requested an explanation, what this is.

Claudia L. Farias, Director of Grants Administration stated this was a substantial amendment to the annual 2023-2027 consolidated plan and strategy, a five-year guide to the City's annual action plan. Ms. Farias stated the Consolidated Plan was put together in August of 2023 outlining the goals for the next five years. She said although the goals were there no funds were assigned and no goals were quantified. Ms. Farias stated public facilities and rehabilitating existing housing stock are a huge need in the community. She said the amendment would give administrative flexibility to follow through with the projects aligning with the annual five-year plan, there is no additional

funding, and these are projects for the next four years until the 2026-2027 fiscal year. Ms. Farias stated there would always be room for change; it is just hard to implement projects with no funds assigned to a particular goal like to improving public facilities like parks and the fire stations.

Ms. Farias stated the housing assistance program is very popular in the community and there is a huge need to rehabilitate housing but there is no funding tied to it, this is administratively trying to make things more consistent. She said the amendment would also group providing public services with providing service preventing homelessness. Ms. Farias stated the U.S. Department of Housing and Urban Development (HUD) allows the grouping of the two goals and it gives more flexibility in the coming five years to be responsive to the needs of the community identified for that particular year. She said they are not doing away with anything this would just group funding amount and goal together.

Councilmember David White stated the word substantial leads to speculate big change, and asked if the word substantial had to be part of the amendment.

Ms. Claudia Farias stated yes, that is HUD language therefore must be included, but there is no big change this just gives flexibility to adapt the projects each year without having to bring it to Council.

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Approve the Substantial Amendment No. 1 to the Community Development Block Grant Program – Fiscal Year 2023-2027 Consolidated Plan & Strategy.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, a 6.00 Acre Tract of Land Out of Lot 64, Kelly-Pharr Subdivision, Hidalgo County, Texas, as Per Map Recorded in Volume 3, Pages 133-134, Deed Records of Hidalgo County, Texas, Located at 5313 Rolando Drive, as Requested by Jesus Vazquez on Behalf of Jose Dolores Vazquez Solache and Angel Torices. [Jaime Acevedo, Director of Planning & Zoning]

Laura Sanchez stated she believes this construction would have a significant impact for the residents of Palm Circle, she said there is current no safe access to the housing complex through Rolando Drive Ms. Sanchez stated Rolando Drive is a narrow road with a dead end in a residential area and the only logical way to support this housing complex is with access through Veterans Boulevard. She said a main entrance gate through Rolando Drive would result is loss of parking and access to homes of disabled residents. Ms. Sanchez stated 50% of the homes that will be impacted by this development currently house more than one disable resident. Ms. Sanchez stated this development would create a risk of collisions due to the lack of visibility at the intersection of Palm Circle and Rolando Drive. She the proposed development will require large vehicles and equipment for construction, this will put children, pedestrian and car owners risk due to the narrow residential roads. She stated the proposal is for 27 homes and in Edinburg; the average number of children per household is 3.7 so that would be a 100 children to the area, increasing the school bus and vehicles to the area. Ms. Sanchez stated to support the development road widening would be needed resulting in the loss of parking home access, and established tress. She asked the Council that when considering the approval of this development that they require that the community have main gate access to Veterans Boulevard, a four-lane highway.

Mayor Ramiro Garza, Jr. stated this request is only for rezoning and depending on how it is voted; they would still need to come back with a proposal and comply with all City requirements.

Mayor Pro Tem Daniel "Dan" Diaz asked Mr. Acevedo that by looking at the development would it have to be a roundabout and would it even be possible?

Jaime Acevedo, Director of Planning and Zoning stated a roundabout would not work because the area is not wide enough. He stated what was submitted was preliminary plat showing 27 residential lots, but it is preliminary it still has not been review with the Engineering staff. He stated the proposal is to stub it out to the west and but the City could propose they stub it out to the east so that future development would have a secondary access. Mr. Acevedo stated right now the only access would be through Rolando Dr. because the subdivision on the south side did not leave a street connector. He said the initial proposal was for multifamily and it was denied by the Planning and Zoning Commission so they came back with a single-family proposal.

Mayor Ramiro Garza, Jr. asked if the requestor owns the lot to the front of the proposed property. Mayor Garza asked if Mr. Vazquez would be willing to meet with the residents to address their concerns. He asked Mr. Acevedo if only having access only through Rolando Dr. would it still comply with City codes. He stated a checklist should be part of the zoning consideration to include does the proposal even meet City Codes.

Jesus Vazquez stated he did not own the lot to the front of the property being proposed, he said their initial plan was to build four-plexes but there were complaints that it would cause too much traffic, which is why they decided to go with the twenty-seven single-

family lots. Mr. Vazquez said he was willing to meet with the residents to discuss their concerns.

Mr. Jaime Acevedo stated given the access the number of lots would be limited, and twenty-seven may be too many but that would be something they would have to discuss with the Engineering Department.

Mayor Pro Tem Daniel "Dan" Diaz stated most properties have an easement so why does this property not have an easement that goes to the main road being Veterans Boulevard.

Mr. Jaime Acevedo stated this used to be county property and the city inherited this way, therefore the only easement access would be through Rolando Drive.

Laura Sanchez stated at one point there was an easement and about ten years ago, the City reallocated and gave it back to the residents. So all the residents moved their fences back ten feet.

Councilmember David White stated there is a similar situation on Sarah Street that was granted the access for construction.

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Table the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, a 6.00 Acre Tract of Land Out of Lot 64, Kelly-Pharr Subdivision, Hidalgo County, Texas, as Per Map Recorded in Volume 3, Pages 133-134, Deed Records of Hidalgo County, Texas, Located at 5313 Rolando Drive, as Requested by Jesus Vazquez on Behalf of Jose Dolores Vazquez Solache and Angel Torices.
SECOND: Councilmember David Salazar, Jr.
There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Table carried.

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District, 7.348 Acres Out of Lot 20 Kelly-Pharr Subdivision Volume 3, Pages 133-134, H.C.D.R., City of Edinburg Hidalgo County, Texas, Located at 3216 South Business Highway 281, as Requested by Melden and

Hunt Inc. on Behalf of Bliss Family Descendants, LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District, 7.348 Acres Out of Lot 20 Kelly-Pharr Subdivision Volume 3, Pages 133-134, H.C.D.R., City of Edinburg Hidalgo County, Texas, Located at 3216 South Business Highway 281, as Requested by Melden and Hunt Inc. on Behalf of Bliss Family Descendants, LLC.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District, A Tract of Land Being a 69.06 Acre Tract of Land, Out of Lots 9 and 16, Section 250, Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, Located at 1101 North Alamo Road, as Requested by Juan Garcia on Behalf of WW Escondido, LP. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Jason De Leon to Approve the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District, A Tract of Land Being a 69.06 Acre Tract of Land, Out of Lots 9 and 16, Section 250, Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, Located at 1101 North Alamo Road, as Requested by Juan Garcia on Behalf of WW Escondido, LP.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember

Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District, the North 100 Feet of the South 235 Feet of the West 330 Feet of Lot 10, Kelly Pharr Subdivision, Located at 3120 South Sugar Road, as Requested by Lalin Fe Evangelista & Ramonjon Custodio. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District, the North 100 Feet of the South 235 Feet of the West 330 Feet of Lot 10, Kelly Pharr Subdivision, Located at 3120 South Sugar Road, as Requested by Lalin Fe Evangelista & Ramonjon Custodio.
SECOND: Councilmember Jason De Leon

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

F. Hold Public Hearing and Consider the Ordinance Providing for the City of Edinburg Comprehensive Plan Pursuant to Texas Local Government Code Section 213.003 (a)(1). [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Suspend Roberts Rules of Order.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Jaime Acevedo, Director of Planning and Zoning stated the City's Comprehensive Plan has not been updated since 2005, he said in 2023 the City hired Kending Keast Collaborative to work on the Comprehensive Plan. Mr. Acevedo stated over the past ten months and many meetings later the proposed Comprehensive Plan is being presented for the Council's approval.

Gary Mitchell, Kending Keast stated cities across the country have Comprehensive Plans; this is to look several decades down the road typically. A big picture as to where the city is headed as a community, population projections, and looking at the physical effect of the community like housing, parks, transportation, and infrastructure. He said you have more specialized plans that dig deeper from a city wide prospective and try to connect the dots amongst those things and it contains a future land use map, which is kind of a public policy support for a zoning map and regulations. He stated the document is advisory and if the Council adopts the document nothing happens automatically, the actions in the document come back in forms of contracts, budget decisions, capital projects, partnerships, grant pursuits, typically all the same steps the City already takes for all approvals. He said the advisory documents was designed to sync with the 2040 process. The Planning and Zoning Commission and Kending Keast went through the full map and they favorably accepted the plan, which is why it is being brought before the Council.

Mayor Ramiro Garza, Jr. stated on the Edinburg 2050 Mid Century Plan, is there a way to keep it as Edinburg 2040. He said it has been talked about the 2040 Comprehensive Plan that the community will be confused by the change. Mayor Garza asked that the Comprehensive Plan be added on the Home screen of the City's website. He stated every city does their Comprehensive Plan and the key to this plan is to make sure it is integrated into what is done as a City and as part of the budget; items that are part of the Comprehensive Plan are labeled as a way to chip away on the things that are needed in the City. Mayor Garza stated the last time Comprehension Plan was in 2005, he said they also created a Downtown Master Plan back in 2010, he said they got this endorsed by the Edinburg School District and the County Commissions Court at the time because that plan called for a new Court House and the use of the old Sam Houston School which is now the ACE Center. He asked the City Manager that this year they do the same and go to their partner agencies and have them adopt resolutions endorsing this plan, so that every agency that is with the City can move along in the same directions.

MOTION: Councilmember David White to Approve the Ordinance Providing for the City of Edinburg Comprehensive Plan Pursuant to Texas Local Government Code Section 213.003 (a)(1).
SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

9. ORDINANCES

A. Consider Ordinance Providing for a Temporary Special Use Permit for the "St. Joseph's Catholic School TurkeyFest" to be Held Saturday, November 9, 2024, from 11:00 a.m. Through 10:00 p.m. at St. Joseph's Catholic School, Located at 119 W. Fay St., Being Portions of Edinburg Townsite Subdivision, Lot 1-2-3 & 6S1/2&7 Through 12 Blk 319. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Approve Ordinance Providing for a Temporary Special Use Permit for the "St. Joseph's Catholic School TurkeyFest" to be Held Saturday, November 9, 2024, from 11:00 a.m. Through 10:00 p.m. at St. Joseph's Catholic School, Located at 119 W. Fay St., Being Portions of Edinburg Townsite Subdivision, Lot 1-2-3 & 6S1/2&7 Through 12 Blk 319.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

10. BUDGET

A. Consider Approving Fiscal Year 2023-2024 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]

Fire Prevention

1. General Fund: FROM Worker's Compensation Ins.; Travel, Training, Meetings; Membership Dues, Subscr.; Wearing Apparel; Tools; Recreation & Education; and Motor Vehicle Fuel TO Overtime; Taxes; Assignment Page; and Retirement, in the Amount of $76,190. [Omar Ochoa, Fire Chief]

Clarice Balderas, City Secretary stated there is a correction on this item, the Item should read Omar Garza, Fire Chief.

Recreation

1. General Fund; FROM Part-Time Wages TO Chemicals-Medical & Lab, in the Amount of $28,000. [Javier Garza, Director of Parks & Recreation]

MOTION: Councilmember David Salazar, Jr. to Approve Fiscal Year 2023-2024 Budget Transfers for the Following: **Fire Prevention:** General Fund: FROM Worker's Compensation Ins.; Travel, Training, Meetings; Membership Dues, Subscr.; Wearing Apparel; Tools; Recreation & Education; and Motor Vehicle Fuel TO Overtime; Taxes; Assignment Page; and Retirement, in the Amount of $76,190. **Recreation:** General Fund; FROM Part-Time Wages TO Chemicals-Medical & Lab, in the Amount of $28,000.
SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

11. RESOLUTION

A. Consider Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2421EDNBG for Infrastructure Improvements totaling $11,111,111 for South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]

MOTION: Mayor Pro Daniel "Dan" Diaz to Approve Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2421EDNBG for Infrastructure Improvements totaling $11,111,111 for South Texas International Airport at Edinburg.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.
Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

12. APPOINTMENT

A. Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Edinburg Public Library Board, One Member. [Clarice Y. Balderas, City Secretary]
No Action

13. CONSENT AGENDA

A. Consider Authorizing the City Manager to Enter Into an Agreement with the Following Public Service Agencies: Amigos Del Valle, Inc., C.A.M.P. University, Children's Advocacy Center of Hidalgo and Starr Counties, Comfort House, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), and Women Together, Inc. [Claudia L. Farias, Director of Grants Administration]

MOTION: Councilmember Jason De Leon to Approve Authorizing the City Manager to Enter Into an Agreement with the Following Public Service Agencies: Amigos Del Valle, Inc., C.A.M.P. University, Children's Advocacy Center of Hidalgo and Starr Counties, Comfort House, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), and Women Together, Inc.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

B. Consider Resolution Authorizing the City Manager to Submit an Application to the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA), under the FEMA Public Assistance Grant Program, DR-4798, and Execute All Grant Documents Related Thereto. [Claudia L. Farias, Director of Grants Administration]

MOTION: Councilmember Jason De Leon to Approve Resolution Authorizing the City Manager to Submit an Application to the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA), under the FEMA Public Assistance Grant Program, DR-4798, and Execute All Grant Documents Related Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.
Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

C. Consider Authorizing the City Manager or Designee to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), for Participation in the Organized Crime Drug Enforcement Task Forces (OCDETF). [Jaime Ayala, Chief of Police]

MOTION: Councilmember Jason De Leon to Approve Authorizing the City Manager or Designee to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), for Participation in the Organized Crime Drug Enforcement Task Forces (OCDETF).
SECOND: Councilmember David Salazar, Jr.

There was no discussion.
Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

D. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant Program and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

MOTION: Councilmember Jason De Leon to Approve Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant Program and Execute Grant Documents Relating Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.
Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

E. Consider Authorizing the City Manager or Designee to Renew a Memorandum of Understanding (MOU) Between the Federal Bureau of Investigation (FBI) and the Edinburg, Texas Police Department (EPD). [Jaime Ayala, Chief of Police]

MOTION: Councilmember Jason De Leon to Approve Authorizing the City Manager or Designee to Renew a Memorandum of Understanding (MOU) Between the Federal Bureau of Investigation (FBI) and the Edinburg, Texas Police Department (EPD).
SECOND: Councilmember David Salazar, Jr.

There was no discussion.
Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

F. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Justice, Under the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant Program, and Execute All Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

MOTION: Councilmember Jason De Leon to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Justice, Under the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant Program, and

Execute All Grant Documents Relating Thereto.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

G. Consider Awarding Bid No. 2024-18, New Tires, Retread, and Flat Repair Services to Goodyear Tire & Rubber Company and Southern Tire Mart, LLC for New Tires; Retreads to Oyervides Tire Service, LLC; and Flat Repair Services to Oyervides Tire Service, LLC and Goodyear Tire & Rubber Company Based on Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember Jason De Leon to Approve Awarding Bid No. 2024-18, New Tires, Retread, and Flat Repair Services to Goodyear Tire & Rubber Company and Southern Tire Mart, LLC for New Tires; Retreads to Oyervides Tire Service, LLC; and Flat Repair Services to Oyervides Tire Service, LLC and Goodyear Tire & Rubber Company Based on Unit Prices.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

H. Consider Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

MOTION: Councilmember Jason De Leon to Approve Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through

Sourcewell Per Unit Price Listed.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.
Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

I. Consider Authorizing the Purchase of Kamstrup AMI (Automated Metering Infrastructure) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember Jason De Leon to Approve Authorizing the Purchase of Kamstrup AMI (Automated Metering Infrastructure) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.
Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

J. Consider Authorizing the City Manager to Enter Into a Standard Utility Agreement with the Texas Department of Transportation for the Construction of a New Booster Station. [Gerardo Carmona Jr., P.E., Utilities Director]
Gerardo Carmona Jr., Director of Utilities stated TXDOT would be paying, so the City would get reimbersed for the demolition of the exisiting Booster Station and the construction of the new Booster Station. The agreement does have certain terms that the City has to abide by, like the Buy America Act in order to get reimbersed. The purpose for a Booster Station is to make sure there is enough pressure within the distribution system.

MOTION: Councilmember Jason De Leon to Approve Authorizing the City Manager to Enter Into a Standard Utility Agreement with the Texas Department of Transportation

for the Construction of a New Booster Station.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

K. Consider Authorizing the Disposition of Approximately 130 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]

MOTION: Councilmember Jason De Leon to Approve Authorizing the Disposition of Approximately 130 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.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

14. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]

Mayor Ramiro Garza, Jr. would like an update report on Owassa Road for the next meeting.

15. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 8:18 p.m.

OPEN SESSION

MOTION: Councilmember David White to convene into Open Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

A. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

B. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

C. Consultation with City Attorney and Possible Action Regarding In Re AEP; PUC Docket No. 57057. (§551.071. Consultation with Attorney; Closed Meeting; §551.087).

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Authorize the City Attorney to Proceed as Directed as Discussed in Executive Session.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

D. Discussion Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action

16. ADJOURNMENT

There being nothing further to discuss Mayor Ramiro Garza, Jr., Adjourned the meeting.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: February 4, 2025
OTHER BUSINESS
Agenda Item No: 13.A.
Rescheduling Regular City Council Meeting

1. **Agenda Item:**
Consider Canceling or Rescheduling the Tuesday, February 18, 2025 City Council Regular Meeting. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City of Edinburg Code of Ordinances at Title III Administration, Chapter 31 City Council, Section 31.01 Rules and order of business for City Council Meetings, Rule 1: Regular meetings, states that the regular meetings of the City Council shall be held on the first and third Tuesdays of every month at 6:00 p.m., at Edinburg City Hall in the City of Edinburg, Texas. Whenever a function conflicts with the Tuesday of a regular meeting, such regular meeting may be scheduled as soon as practical at the same time and place. Special meetings of the City Council shall be held as scheduled.

RGV Partnership's RGV Days at the Capitol will be held from February 18-20, 2025 and will be a great opportunity for City leaders to attend and show unity and advocate for Rio Grande Valley priorities. The City of Edinburg is also scheduling legislative meetings; therefore, staff is requesting that Monday February 17, 2025 be considered a travel day.

Due to RGV Days and legislative meetings at the Capitol city staff is recommending to cancel or reschedule the Tuesday, February 18, 2025 City Council Regular Meeting.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next regularly scheduled meeting.

3. **Staff's Recommendation:**
Consider Canceling or Rescheduling the Tuesday, February 18, 2025 City Council Regular Meeting.

Reviewed by:

Prepared by:
Clarice Y. Balderas
City Secretary

Attachments:
None