EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539

REGULAR MEETING AGENDA
MARCH 18, 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. CITY MANAGER'S REPORT

A. State Highway 68 (SH68) Update

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing Coach Oscar Salinas for his continued dedication to helping young men and women develop into outstanding adults. [Clarice Y. Balderas, City Secretary]

B. Presentation of a Proclamation Recognizing March as National Colorectal Cancer Awareness Month as Requested by Doctors Hospital at Renaissance. [Clarice Y. Balderas, City Secretary]

C. Presentation of Proclamation Recognizing the Rotary Club of Edinburg Centennial as Requested by Manuel Cantu, Edinburg Rotary Club President. [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. ORDINANCES

A. Consider Ordinance Providing for a Temporary Special Use Permit for the "Saint Joseph's Feast Day" to be Held on Wednesday, March 19, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12, Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Eduardo Gamino on Behalf of Sacred Heart Church Edinburg. [Jaime Acevedo, Director of Planning and Zoning]

B. Consider Ordinance Providing for a Temporary Special Use Permit for the "2025 Spring Fest" to be held on Saturday, April 26, 2025, at Capilla San Jose Catholic Church, Being Lots 1 Through 12, Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Cristina De La Garza on Behalf of Capilla San Jose Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

C. Consider Ordinance Providing for a Temporary Special Use Permit for the "10th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be Held on Saturday, April 5, 2025, at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno. [Jaime Acevedo, Director of Planning and Zoning]

D. Consider Ordinance Providing for a Temporary Special Use Permit for the "26th Annual Walk and Candlelight Vigil" to be Held on Wednesday, April 16, 2025, the Walk will Begin at 1001 S. 10th Ave., Edinburg, and will End at the Edinburg City Hall Courtyard, Being all of Block 213, the North 125 ft. of Block 228 and McIntyre Street Lying Between Block 213 and 228, Edinburg Townsite, Located at 415 West University Drive, as Requested by Veronica Whitacre, Court Appointed Special Advocates (CASA) of Hidalgo County. [Jaime Acevedo, Director of Planning & Zoning]

8. AWARDING OF BIDS

A. Consider Awarding Bid No. 2025-9, Los Lagos Golf Course Bunker Renovation Maintenance to Fleetwood Services LLC for the Line Items Prices as Listed in an Amount Not to Exceed $250,000 and Authorize the City Manager to Enter Into an Agreement Relating Thereto, Pursuant to the City's Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

B. Consider Awarding RFP No. 2025-002, Downtown Parking Garage to the Highest Ranked Proposal and Authorizing the City Manager or Designee to Negotiate and Enter Into an Agreement Not to Exceed $6,200,000.00 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

9. CONTRACTUALS

A. Consider Authorizing the City Manager to Enter Into Amendment No. 1 for Job Task Order No. 1 with Brownstone Consultants for Project Management Services for the Downtown Parking Garage Project for Phases 2 & 3, in an Amount Not to Exceed $221,770.00 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

B. Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with LeFevre Engineering for Professional Engineering Services for the Wastewater Plant No. 4 East & West Clarifier Replacement for an Amount Not to Exceed $107,910.00 and Execute Any Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

10. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And

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

A. Consider Authorizing the Expenditure for the Repair of a Tub Grinder Unit 1232, by C.W. Mill Equipment Co., Inc. in Sabetha, Kansas, in the Amount of $600,000.00. [Ramiro L. Gomez, Director of Solid Waste Management]

B. Consider Approving an Interlocal Agreement Between the City of Edinburg and the City of San Juan of San Juan, Texas for the Disposal of Non-Hazardous Solid Waste (Debris/Bulk/Brush) at the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]

C. Consider Authorizing the Purchase of TOPCOAT an Alternative Daily Cover (ADC) from Profile Products, LLC of Buffalo Grove, Illinois in the Amount of $23,700.00. [Ramiro L. Gomez, Director of Solid Waste Management]

D. Consider Authorizing the Purchase of Six (6) Police Light Packages for the Police Department's 2024 Chevy Tahoes from South Texas Communications Through the Local Government Purchasing Cooperative (Buyboard) in the Amount of $45,436.00. [Jaime Ayala, Chief of Police]

E. Consider Authorizing the City Manager to Enter Into a Facilities Use Agreement for Law Enforcement Agencies Between the City of Edinburg and South Texas College. [Jaime Ayala, Chief of Police]

F. Consider Resolution Authorizing the City Manager to Enter Into a Memorandum of Understanding Between the City of Edinburg and Region One Education Service Center's Adult Education Program (Region One ESC) to Establish an Adult Educational and Literacy Program for Eligible Participants in the City of Edinburg. [Leticia S. Leija, Director of Library & Cultural Arts]

G. Consider Authorizing the Disposition of Approximately 24 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary

11. OTHER BUSINESS

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

12. EXECUTIVE SESSION

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

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

B. Consultation with City Attorney and Possible Action Regarding Economic Development Agreement with Cuatro Noventa. (551.071 Consultation with Attorney; Closed Meeting; 551.087 Deliberation

Regarding Economic Development negotiations; Closed Meeting)

C. 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.)

D. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)

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

F. Consultation with City Attorney Regarding Interlocal Agreements. (§551.071 Consultation with Attorney; Closed Meeting.)

OPEN SESSION

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

13. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on March 14, 2025 at 6:00 p.m.

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

Disability Access Statement

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.A.
Proclamation: Coach Oscar Salinas

1. **Agenda Item:**
Presentation of Proclamation Recognizing Coach Oscar Salinas for his continued dedication to helping young men and women develop into outstanding adults. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Coach Oscar Salinas earned his Bachelor of Science Degree in Kinesiology at the University of Texas Pan American in 1990. Upon completing his degree, he started his career as a teacher/coach at Edinburg High School.

In January 2025, Coach Oscar Salinas was inducted into the Hall of Honor at the 39th Annual City of Palms Clinic. After 34 years, Coach Oscar Salinas continues his career as the Athletic Director of the Edinburg CISD.

The Edinburg City Council would like to recognize Coach Oscar Salinas for his continued dedication to helping young men and women develop into outstanding adults.

3. **Staff's Recommendation:**
Present Proclamation Recognizing Coach Oscar Salinas.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Proclamation: Coach Oscar Salinas

PROCLAMATION

COACH OSCAR SALINAS

WHEREAS, Oscar Salinas was born to Anselmo and Adelina Salinas on August 4, 1967, in Edinburg, Texas; and,

WHEREAS, Mr. Salinas married the love of his life Ana Liza Salinas in June 1994, together they raised their children Amanda and Mathew Salinas; and,

WHEREAS, Mr. Salinas earned his Bachelor of Science Degree in Kinesiology at the University of Texas Pan American in 1990, upon completing his degree he started his career as a teacher/coach at Edinburg High School; and,

WHEREAS, in 2000, Coach Salinas became the head football coach at Edinburg Economedes High School, where Coach Salinas led the Jaguars to a district and Bi-district championship; and,

WHEREAS, in 2011, Coach Salinas continued his career at La Feria High School as a teacher/coach, athletic coordinator, football head coach, and athletic director. He led the La Feria High School Lions to 9 district titles, 5 bi-district titles, 1 area title and 1 Quarter final appearance; and,

WHEREAS, over the course of his football coaching career Coach Salinas went 110-68 and after 34 years Coach Oscar Salinas continues his career as the Athletic Director of the Edinburg CISD; and,

WHEREAS, Coach Salinas has also served two terms as President of the Rio Grande Coaches Association, THSCA Senior Board of Director, and eight years on the Edinburg CISD School Board; and,

WHEREAS, in January 2025, Coach Oscar Salinas was inducted in to the Hall of Honor at the 39th Annual City of Palms Clinic; and,

WHEEAS, the Edinburg City Council would like to recognize Coach Oscar Salinas for his continued dedication to helping young men and women develop into outstanding adults.

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

COACH OSCAR SALINAS

for the impact he continues making in the educational and the coaching community.

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 18th day of March, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.B.
Proclamation: National Colorectal Cancer Awareness Month

1. **Agenda Item:**
   Presentation of a Proclamation Recognizing March as National Colorectal Cancer Awareness Month as Requested by Doctors Hospital at Renaissance. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   Colorectal cancer is the third most commonly diagnosed cancer and the second most common cause of cancer deaths in the United States, with over 145,000 estimated diagnosed cases and over 56,000 estimated deaths from colorectal cancer this year.

   Colorectal cancer is one cancer that is preventable, and in recognition of that, state law requires insurance companies to provide screening coverage for adults ages fifty and older through regular tests and to promote more healthful lifestyles to help prevent colorectal cancer.

   The Edinburg City Council recognizes the importance of preventive measures and would like to encourage everyone to schedule a colorectal screening and to take an active role in preventing this disease.

3. **Staff's Recommendation:**
   Present a Proclamation recognizing March as National Colorectal Cancer Awareness Month as Requested by Doctors Hospital at Renaissance.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Proclamation: Colorectal Cancer Awareness Month 2025

PROCLAMATION

COLORECTAL CANCER AWARENESS MONTH
MARCH 2025

WHEREAS, colorectal cancer is the third most commonly diagnosed cancer and second most common cause of cancer deaths in the United States with over 145,000 estimated diagnosed cases and over 56,000 estimated deaths from colorectal cancer this year; and,

WHEREAS, it is estimated that over 850 individuals in South Texas will be diagnosed with colorectal cancer and there will be over 341 deaths from colorectal cancer this year; and,

WHEREAS, colorectal cancer is becoming a disease which, through a combination of prevention and early treatment, is not the life-threatening illness it once was; and,

WHEREAS, colorectal cancer is one cancer that is preventable, and in recognition of that, state law requires insurance companies to provide screening coverage for adults age fifty and older through regular tests and to promote more healthful lifestyles to help prevent colorectal cancer; and,

WHEREAS, the national goal established by the National Colorectal Cancer Roundtable is to strive to increase timely colorectal cancer screening rates to 80 percent in every community for all Americans eligible for screening; and,

WHEREAS, observing Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to increase awareness and offer education on the importance of early detection and screening of colorectal cancer.

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

COLORECTAL CANCER AWARENESS MONTH

and encourage everyone to schedule a colorectal screening and to take an active role in preventing this 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 18th day of March, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.C.
Proclamation: Rotary Club of Edinburg

1. **Agenda Item:**
   Presentation of Proclamation Recognizing the Rotary Club of Edinburg Centennial as Requested by Manuel Cantu, Edinburg Rotary Club President. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   The Rotary Club of Edinburg was established on January 10, 1925, by a group of citizens determined to give back to their community.

   Over the years, the club has undertaken a wide range of community service projects to benefit the community. In the 1930s, the Rotary Club of Edinburg assisted in forming the Cultural Arts Inc. and brought distinguished speakers and music productions to the city.

   The Edinburg City Council would like to recognize the Rotary Club of Edinburg for the vital role they have played in making our community a better place to live, work, and raise a family.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing the Rotary Club of Edinburg Centennial as Requested by Manuel Cantu, Edinburg Rotary Club President

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Proclamation: The Edinburg Rotary Club

PROCLAMATION

ROTARY CLUB OF EDINBURG

WHEREAS, the Rotary Club of Edinburg was established on January 10, 1925, by a group of citizens determined to give back to their community. The Rotary Club of Edinburg was officially chartered with sixteen charter members including President-W. R. Montgomery, Vice President-Marshall McIlhenny and Secretary-Cam Hill committed to the Rotary International motto of "Service Above Self"; and,

WHEREAS, through the years, the club has undertaken a wide range of community service projects to benefit the community, in the 1930's the Rotary Club of Edinburg assisted in forming the Cultural Arts Inc. and brought distinguished speakers and music productions to the city; and,

WHEREAS, the Rotary Club of Edinburg was instrumental in developing the Little League Baseball Program and summer athletic programs for young people; and,

WHEREAS, on November 1, 1990, the Rotary Club of Edinburg inducted the first women in the club, Teresa Morales-Best, Martha Noell, Carol Rausch, and Judy Vinson. In 1995 Judy Vinson was appointed the first female President; and,

WHEREAS, four presidents, Fritz Hagadorn, Bill Koen, Herndon Aderhold and Caleb Reynolds, share the distinction of having had fathers Fred Hagadorn, C.E. Koen, Herndon Aderhold Sr., and Stephen Reynolds who were also presidents. W.C., Stephen, and Caleb Reynolds represent three generations of presidents; and

WHEREAS, the Rotary Club of Edinburg played a vital leadership role generating six District Governors: John Kirkpatrick, Ohland Morton, T. Lawrence White, H.A. Hodges, F.J. Brewerton, and Armando Chapa; and,

WHEREAS, the Centennial President is Manuel Cantu, President Elect-Arlina Larson, Treasurer-Rebecca Morrison, Secretary-Trecia Munal and Sargent in Arms-Rene Nario Cantu; and,

WHEREAS, for one hundred years, the Rotary Club of Edinburg has played a vital role in making our community a better place to live, work, and raise a family.

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:

ROTARY CLUB OF EDINBURG

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 18th day of March, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
ORDINANCES
Agenda Item No: 7.A.
Special Use Permit- "Saint Joseph's Feast Day"

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "Saint Joseph's Feast Day" to be Held on Wednesday, March 19, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12, Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Eduardo Gamino on Behalf of Sacred Heart Church Edinburg. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
A temporary special use permit is being processed for a Special Event "Saint Joseph's Feast Day" to be held on Wednesday, March 19, 2025, at Capilla San Jose Catholic Church. The event will be held from 5:00 p.m. to 9:00 p.m. This request is being coordinated through the Public Works, Police Department, Solid Waste, and the Code Enforcement Department.

3. **Staff's Recommendation:**
The Planning and Zoning staff recommends approval of the Temporary Special Use Permit for a Special Event for the "Saint Joseph's Feast Day" to be held on Wednesday, March 19, 2025, at Capilla San Jose Catholic Church with the conditions that the event meets all City requirements.

Reviewed by:		**Prepared by:**
Jaime Acevedo, Director of Planning and Zoning	Approved - 3/14/2025	Rita Guerrero, Assistant Director of Planning and Zoning
Jesus Saenz, Assistant City Manager	Final Approval - 3/14/2025	

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

MEETING DATES:
CITY COUNCIL – 03/18/2025
DATE PREPARED – 03/12/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "Saint Joseph's Feast Day"
APPLICANT:	Eduardo Gamino
AGENT:	Not Applicable
LEGAL:	Being Lots 1 through 12 , Block 8, Lull Townsite
LOCATION:	4101 North Flores Street
LOT/TRACT SIZE:	Not Applicable
CURRENT USE OF PROPERTY:	Capilla San Jose Catholic Church
PROPOSED USE OF PROPERTY:	Outdoor Church Fellowship
EXISTING LAND USE/ ADJACENT ZONING:	North – Residential Primary (RP) District South – Residential Primary (RP) District East – Residential Primary (RP) District West –Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Auto Urban Uses
ACCESS AND CIRCULATION:	This property has access from North Flores Street a two (2) lane collector roadway and Villanueva Street, a two (2) lane collector roadway.
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

TEMPORARY SPECIAL USE PERMIT
"SAINT JOSEPH'S FEAST DAY"

EVALUATION AND CONDITIONS FOR APPROVAL

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

1. **Duration:** The proposed days and hours requested by the applicant are Wednesday, March 19, 2025, from 5:00 p.m. to 9:00 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 North Flores Street and Villanueva Street.

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

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

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

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

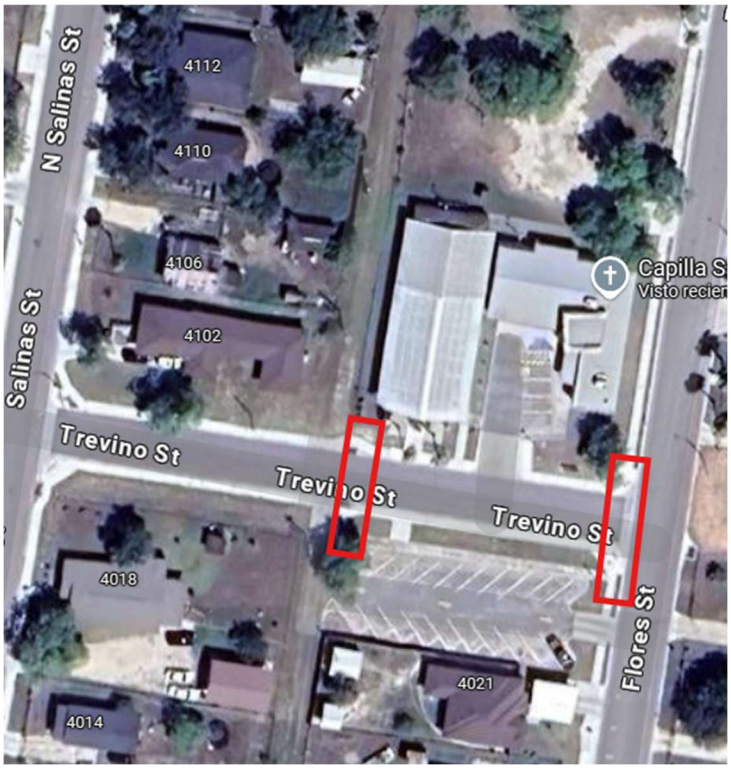
7. **Site Restoration:** The applicant must be make arrangements to restore the property to its original condition.

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

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

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

Trevino Street Closures from Flores Street to entrance of parking lot across church



Fellowship dinner to be set inside church hall and on small parking lot between church and hall

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

THE CITY OF Edinburg

Special Use Permit Application:

Date: March 19, 2025 ENERGOV CASE #: _____

1. Type of Event: Outdoors church fellowship
2. Name of Event: Saint Joseph's Feast Day Phone: (916) 477-3706
3. Fundraising Event? ☐ YES ☑ NO Does Event Sponsor have IRS 501(c)(3) status? ☑ YES ☐ NO

   If fundraiser, please state use of proceeds: _____
4. Contact Name: Eduardo Gamino
5. Mailing Address: 215 N 16th Ave, Edinburg, TX, 78541
6. Email: egamino1@outlook.com
7. Address/Location of Event: 4101 N Flores St, Edinburg, TX 78541
8. Legal Description of Property: Church
9. Present Land Use Church Zoning District: S - Suburban Residential
10. Days & Hours of Event: 3/19/2025 from 5PM to 9PM

Eduardo Gamino
Name (Please type or print

Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

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

Fee: $200

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

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

March 7, 2025

Ms. Rita L. Guerrero

Assistant Director of Planning & Zoning

The City of Edinburg

Edinburg, Texas

Dear Ms. Guerrero,

I am writing to request a permit to host two outdoor events for the congregation of Capilla San Jose Catholic Church in Lull's neighborhood as part of the celebrations for St. Joseph's Day 2025. The event's description is

Wednesday 3/19/25 from 5pm to 9pm- A dinner for the congregation in the small parking lot next to the church. Food and soft drinks will be provided. This event requires closing one block of Trevino St from Flores St to N Salinas St.

Yours sincerely,

Eduardo Gamino

Event Organizer and Parishioner

Sacred Heart Church Edinburg

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 18th day of March, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Eduardo Gamino on Behalf of Sacred Heart Church Edinburg, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Eduardo Gamino its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted March 18, 2025, for the "Saint Joseph's Feast Day" to be held on Wednesday, March 19, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street, 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 18th day of March, 2025.

CITY OF EDINBURG

BY: _____

APPROVED AS TO FORM Myra L. Ayala, City Manager

"Saint Joseph's Feast Day"

Indemnitor

BY: _____ BY: _____

Josephine Ramirez-Solis, City Attorney Eduardo Gamino on Behalf of Sacred Heart Church Edinburg

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR "SAINT JOSEPH'S FEAST DAY" TO BE HELD ON WEDNESDAY, MARCH 19, 2025, AT CAPILLA SAN JOSE CATHOLIC CHURCH, BEING LOTS 1 THROUGH 12 , BLOCK 8, LULL TOWNSITE, LOCATED AT 4101 NORTH FLORES STREET ROAD AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Eduardo Gamino on Behalf of Sacred Heart Church Edinburg 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 "2025 Spring Fest" to be held on Saturday, April 26, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street.; 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 Eduardo Gamino for the "Saint Joseph's Feast Day" to be held on Wednesday, March 19, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Wednesday, March 19, 2025, from 5:00 p.m. to 9:00 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 North Flores Street and Villanueva Street.

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

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

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

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

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

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

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

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

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 18th day of March, 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: March 18, 2025
ORDINANCES
Agenda Item No: 7.B.
Special Use Permit- 2025 Spring Fest

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "2025 Spring Fest" to be held on Saturday, April 26, 2025, at Capilla San Jose Catholic Church, Being Lots 1 Through 12, Block 8, Lull Townsite, Located at 4101 North Flores Street, as Requested by Cristina De La Garza on Behalf of Capilla San Jose Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
A temporary special use permit is being processed for a Special Event "2025 Spring Fest" to be held on Saturday, April 26, 2025, at Capilla San Jose Catholic Church. The event will be held from 3:00 p.m. to 8:00 p.m. This request is being coordinated through the Public Works, Police Department, Solid Waste, and the Code Enforcement Department.

3. **Staff's Recommendation:**
The Planning and Zoning staff recommends approval of the Temporary Special Use Permit for a Special Event for the "2025 Spring Fest" to be held on Saturday, April 26, 2025, at Capilla San Jose Catholic Church with the conditions that the event meets all City requirements.

Reviewed by:		**Prepared by:**
Jaime Acevedo, Director of Planning and Zoning	Approved - 3/14/2025	Rita Guerrero, Assistant Director of Planning and Zoning
Jesus Saenz, Assistant City Manager	Final Approval - 3/14/2025	

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

MEETING DATES:
CITY COUNCIL – 03/18/2025
DATE PREPARED – 02/20/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "2025 Spring Fest"
APPLICANT:	Cristina De La Garza
AGENT:	Not Applicable
LEGAL:	Being Lots 1 through 12 , Block 8, Lull Townsite
LOCATION:	4101 North Flores Street
LOT/TRACT SIZE:	Not Applicable
CURRENT USE OF PROPERTY:	Capilla San Jose Catholic Church
PROPOSED USE OF PROPERTY:	Spring Festival
EXISTING LAND USE/ ADJACENT ZONING:	North – Residential Primary (RP) District South – Residential Primary (RP) District East – Residential Primary (RP) District West –Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Auto Urban Uses
ACCESS AND CIRCULATION:	This property has access from North Flores Street a two (2) lane collector roadway and Trevino Street, a two (2) lane collector roadway.
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

TEMPORARY SPECIAL USE PERMIT
"2025 SPRING FEST"

EVALUATION AND CONDITIONS FOR APPROVAL

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

1. **Duration:** The proposed days and hours requested by the applicant are Saturday April 26, 2025 from 3:00 p.m. to 8:00 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 North Flores Street and Trevino Street.

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

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

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

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

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

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

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

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

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

THE CITY OF Edinburg

Special Use Permit Application:
Events (Temporary Use Permit)

Date: 2-17-2025 **ENERGOV CASE #:** _____

1. Type of Event: Fundraiser Family Friendly
2. Name of Event: Spring Fest 2025 Phone: 956-715-2011
3. Fundraising Event? ☑ YES ☐ NO Does Event Sponsor have IRS 501(c)(3) status? ☐ YES ☐ NO

   If fundraiser, please state use of proceeds: raise funds to upgrade church grounds/buildg
4. Contact Name: Cristina De La Garza
5. Mailing Address: 3206 Tagle St. Edinburg Tx 78541
6. Email: cristina68dlg@gmail.com
7. Address/Location of Event: 4101 N. Flores St. Edinburg Tx 78541
8. Legal Description of Property: _____
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: April 26, 2025 3:00pm-8:00pm

Cristina De La Garza — Name (Please type or print)

Cristina De La Garza — Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

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

Fee: $200

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

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

CAPILLA SAN JOSE CATHOLIC CHURCH

4101 N. FLORES STREET, EDINBURG, TEXAS 78541 (956)386-1235 or (956)383-3253

February 17, 2025

Edinburg City Council & Planning and Zoning Department

Attention: Rita Lee Guerrero

We are in the process of organizing a fundraiser for Capilla San Jose Catholic Church located at 4101 N. Flores Street, Edinburg, Tx 78541, it is in the subdivision of LULL. The fundraiser is to raise money for different projects to upgrade the church grounds as well as other areas that require fixing due to wear and tear.

The event will consist of having a loteria inside our community building, we will also be having a raffle with, on the outside grounds we will be having 2 moon jumps, variety of games, silent auction, cake walk, plant sale, we will also be selling hot foods, aguas frescas, fruit cups, water and drinks.

We have also invited several of the local Jeep clubs to come and join us to display their Jeeps so we will need Villanueva Street closed from the alley between Salinas Street and Flores Street to have easier parking for the Jeeps since they do take up more space than a regular vehicle.

Edinburg Police Department has also been invited since Lull is part of the Neighborhood Crime Stoppers Program.

We will also be needing a large 20-yard Roll-off container for the trash.

No alcohol on the premises is permitted on the premises.

Respectfully submitted by

Cristina De La Garza
Spring Fest Committee Chairman
(956)715-2011

Detailed list of what the festival will consist of:

Loteria (Mexican Bingo)

Cake walks (chairs are in a circle and when the music stops the number chosen wins a donated cake)

Games for children of all ages prizes will be given out

A. Ring toss
B. Lollipop toss
C. Balloon board with darts
D. Duck pond (no live ducks)
E. Fishpond (no live fish)
F. Corn Hole
G. Milk jugs
H. Face painting
I. Basketball toss

2 moon jumps

Jeep show display

Plant sale

Edinburg PD with McGruff (waiting for confirmation from Officer Benedict)

The committee will also be selling hot food and drinks. We do have a committee member that has a Food Handlers Permit that is attached to the application.

Hot foods:

1. Hamburgers
2. Hot dogs
3. Pulled pork sandwiches
4. Nachos
5. Hot Cheetos
6. Sausage & fajita tacos
7. Popcorn

Drinks that will be provided:

1. Aguas frescas and fruit cups
2. Water
3. Soft drinks of different flavors

Music will be provided via 2 large speakers

Certificate of Completion

TX DSHS License # 64 -- 27558680

American Safety Council

MERIDA ESCOBAR

Has diligently and with merit completed the

Texas Online Food Handler Program

from the American Safety Council.

225 E. Robinson St. Suite 570 Orlando, FL 32801

Jeff Pairan

Completed On: 7/11/2023 -- Expires On: 7/11/2025

American Safety Council

225 E. Robinson St. Suite 570 Orlando, FL 32801

Texas Online Food Handler Program
TX DSHS License # 64 -- 27558680

This card certifies that:

MERIDA ESCOBAR

has completed the Texas Online Food Handler Program

Jeff Pairan

Completed On: 7/11/2023 -- Expires on: 7/11/2025

Search here
Villanueva Street
54°
21 AQI
Flores St
4121
Jeep club
Tent
Games
Cake walk
Edinburg PD
Flores St
Moon Jump
Auction
Food
Hot & Snacks
Capilla San Jose
Bingo
20 ft
5 m
Google
©2025 Google

Certificate of Coverage

Date: 2/20/2025

Certificate Holder
Diocese of Brownsville
1910 University Blvd.
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
CAPILLA DE SAN JOSE (LULL)
C/O SACRED HEART CHURCH
215 N 16TH AVENUE
EDINBURG, TX 78539-0000

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability				Each Occurrence	1,000,000
	[x] Occurrence	9007	7/1/2024	7/1/2025	General Aggregate	
	[ ] Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
Fundraiser on April 26, 2025 from 3pm-8pm.

Holder of Certificate

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

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Paul A. Petrarca

0261003146

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 18th day of March, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Cristina De La Garza on Behalf of Capilla San Jose Catholic Church, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Cristina De Le Garza, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted March 18, 2025, for the "2025 Spring Fest" to be held on Saturday, April 26, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street, 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 18th day of March, 2025.

CITY OF EDINBURG

BY: _____

APPROVED AS TO FORM Myra L. Ayala, City Manager

"2025 Spring Fest"

Indemnitor

BY: _____ BY: _____

Josephine Ramirez-Solis,City Attorney Cristina De La Garza on Behalf of Capilla San Jose Catholic Church

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR "2025 SPRING FEST" TO BE HELD ON SATURDAY, APRIL 26, 2025, AT CAPILLA SAN JOSE CATHOLIC CHURCH, BEING LOTS 1 THROUGH 12 , BLOCK 8, LULL TOWNSITE, LOCATED AT 4101 NORTH FLORES STREET ROAD AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Cristina De La Garza on Behalf of Capilla San Jose Catholic Church 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 "2025 Spring Fest" to be held on Saturday, April 26, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street.; 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 Cristina De La Garza for the "2025 Spring Fest" to be held on Saturday, April 26, 2025, at Capilla San Jose Catholic Church, Being Lots 1 through 12 , Block 8, Lull Townsite, Located at 4101 North Flores Street with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday April 26, 2025 from 3:00 p.m. to 8:00 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 North Flores Street and Trevino Street.

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

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

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

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

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

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

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

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

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 18th day of March, 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: March 18, 2025
ORDINANCES
Agenda Item No: 7.C.
Special Use Permit- Team Mario

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for the "10th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be Held on Saturday, April 5, 2025, at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, Located at 714 South Raul Longoria Road, as Requested by Melinda Moreno. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

A temporary special use permit is being processed for a Special Event "10th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 5, 2025 from 6:00 a.m. to 10:00 p.m. at Edinburg Municipal Park. This request is being coordinated through the Parks and Recreation, Police, Solid Waste, Public Works, Fire and Code Enforcement Department.

3. Staff's Recommendation:

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit for a Special Event "10th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 5, 2025, at Edinburg Municipal Park with the conditions that the event meets all City requirements.

Reviewed by:		**Prepared by:**
Jaime Acevedo, Director of Planning and Zoning	Approved - 3/14/2025	Rita Guerrero, Assistant Director of Planning and Zoning
Jesus Saenz, Assistant City Manager	Final Approval - 3/14/2025	

Attachments:

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

MEETING DATES:
CITY COUNCIL – 03/18/2025
DATE PREPARED – 02/20/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "10th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk"
APPLICANT:	Melinda Moreno
AGENT:	Not Applicable
LEGAL:	Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey
LOCATION:	714 South Raul Longoria Road
LOT/TRACT SIZE:	Not Applicable
CURRENT USE OF PROPERTY:	Edinburg Municipal Park
PROPOSED USE OF PROPERTY:	5K and Walk
EXISTING LAND USE/ ADJACENT ZONING:	North – Park; Suburban Residential (RS) District South – Park; Suburban Residential (RS) District East – Outside City Limits West – Residential; Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Park
ACCESS AND CIRCULATION:	This property has access from Raul Longoria Road, a four (4) lane principal arterial roadway, Sprague Street a two (2) lane collector roadway and Doolittle Road, a two (2) lane collector roadway.
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

TEMPORARY SPECIAL USE PERMIT
"10th ANNUAL TEAM MARIO SUPERHEROES 5K FOR AUTISM AWARENESS AND BUDDY FUN WALK"

EVALUATION AND CONDITIONS FOR APPROVAL

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

1. **Duration:** The proposed days and hours requested by the applicant are Saturday April 5, 2025 from 6:00 a.m. to 10:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

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

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

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

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

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

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

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

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

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

5K ROUTE:

Start/finish: Red line
Water Stations: 15, 16, 17
Cheer Stations
Light Towers: 9, 12, 13, 14 (see next page)

Site Plan: Vendor, VIP Parking, Stage

Start/finish 7
North Pavillion: 5
South Pavillion: 6
VIP Parking: 2 (City Council) & 11
Fire Truck w/ Flag: 1
Fire Safety Trailer: 3
Designated Handicapp Parking & Drop Off Only: 11
Stage Generator: 6
Food Generator: 8

Light Towers: 9, 12, 13, 14
Trash Can drop Off: 4

TEAM MARIO
BELIEVE ★ TEACH ★ INSPIRE

January 28, 2025

Ms. Rita Guerrero
City of Edinburg
415 W. University Dr.
Edinburg, TX 78539

Dear Ms. Guerrero:

TEAM MARIO will be hosting its 10th Annual Superheroes 5K Run for Autism and Buddy Fun Walk on April 5, 2025. The event will be held at the Edinburg Municipal Park.

TEAM MARIO's Superheroes 5K Run for Autism and Buddy Fun Walk celebrates individuals with autism and their families. The event will also honor and recognize our local city heroes, such as police officers, EMS, Fire Fighters and everyone who serves and protects our community.

We are respectfully requesting support from the City of Edinburg to make this amazing event possible for our community. Following are the services and supplies we are requesting to ensure a safe and successful event for our community:

- Officers to direct and control traffic and security on event site
- EMS Services
- Fire Department: Truck with large USA flag and Fire Prevention Trailer
- 6 light towers
- 120 bike racks and 100 cones to control traffic
- 30 Trash cans
- 3 Golf Carts
- Tables and Chairs
- Stage, large projector screen and sound system with microphones
- Food Vendor permit fee waived

Thank you in advance for your consideration. We are grateful for your continued support of our organization and look forward to working with you to make this event a huge success.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

L. Clifford

Christine Clifford
979-492-1062

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

THE CITY OF Edinburg

Special Use Permit Application:
Events (Temporary Use Permit)

Date: February 18, 2025 ENERGOV CASE #: _____

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

   If fundraiser, please state use of proceeds: Funds for Team Mario's Programs and Services
4. Contact Name: Melinda Moreno
5. Mailing Address: PO BOX 2985, EDINBURG, TX 78541
6. Email: INFO@TEAMMARIO.ORG
7. Address/Location of Event: 714 S Raul Longoria Rd, Edinburg, TX - both pavillions/park
8. Legal Description of Property: Edinburg Municipal Park
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: 10AM-9PM

Laura Clifford _____
Name (Please type or print Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

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

Fee: $200

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

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

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 18th day of March, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Melinda Moreno on behalf of Team Mario, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Team Mario, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted March 18, 2025, for the "10th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 5, 2025, from 6:00 A.M. to 10:00 P.M. at the Edinburg Municipal Park located at 714 S Raul Longoria Road, Edinburg, Hidalgo County, Texas.

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

EXECUTED this the 18th day of March, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

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

Indemnitor

BY: _____
Josephine Ramirez-Solis,City Attorney

BY: _____
Melinda Moreno on behalf of
Team Mario

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR "10th ANNUAL TEAM MARIO SUPERHEROES 5K FOR AUTISM AWARENESS AND BUDDY FUN WALK" TO BE HELD ON SATURDAY, APRIL 5, 2025 AT EDINBURG MUNICIPAL PARK, BEING PORTIONS OF LOTS 9, 10, 12 AND 16 AND ALL OF LOT 11 SECTION 268, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 714 SOUTH RAUL LONGORIA ROAD AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Melinda Moreno, 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 "10th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 5, 2025 at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road.; and

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

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

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Team Mario for the "10th Annual Team Mario Superheroes 5k for Autism Awareness and Buddy Fun Walk" to be held on Saturday, April 5, 2025 at Edinburg Municipal Park, Being Portions of Lots 9, 10, 12 and 16 and all of Lot 11 Section 268, Texas-Mexican Railway Company Survey, located at 714 South Raul Longoria Road with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant will be on Saturday, April 5, 2025. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 18th day of March, 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: March 18, 2025
ORDINANCES
Agenda Item No: 7.D.
Special Use Permit- "26th Annual Walk and Candlelight Vigil"

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "26th Annual Walk and Candlelight Vigil" to be Held on Wednesday, April 16, 2025, the Walk will Begin at 1001 S. 10th Ave., Edinburg, and will End at the Edinburg City Hall Courtyard, Being all of Block 213, the North 125 ft. of Block 228 and McIntyre Street Lying Between Block 213 and 228, Edinburg Townsite, Located at 415 West University Drive, as Requested by Veronica Whitacre, Court Appointed Special Advocates (CASA) of Hidalgo County. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The applicant is requesting a Temporary Special Use Permit for the, "26th Annual Walk and Candlelight Vigil" to be held on Wednesday, April 16, 2025, from 5:30 P.M. to 7:00 P.M. at the Edinburg City Hall Courtyard. This request is being coordinated with Planning & Zoning, Police, Solid Waste, Public Works, Fire and Code Enforcement Departments.

3. **Staff's Recommendation:**
The Planning and Zoning Staff recommends approval of the Temporary Special Use Permit for a Special Event, "26th Annual Candlelight Vigil" to be held on Wednesday, April 16, 2025, at the City of Edinburg Court Yard with the conditions that the event meets all City requirements. This event is to speak for the best interest of the children on the courts by promoting and supporting quality volunteer representation to provide each child a safe, permanent nurturing home.

Reviewed by:		**Prepared by:**
Jaime Acevedo, Director of Planning and Zoning	Approved - 3/14/2025	Rita Guerrero, Assistant Director of Planning and Zoning
Jesus Saenz, Assistant City Manager	Final Approval - 3/14/2025	

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

MEETING DATES:
CITY COUNCIL – 03/18/2025
DATE PREPARED – 03/04/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary special use permit for the "26th Annual Walk and Candlelight Vigil"
APPLICANT:	Court Appointed Special Advocates (CASA) of Hidalgo County
AGENT:	Veronica Whitacre
LEGAL:	Being all of Block 213, the North 125 ft. of Block 228 and McIntyre Street lying between Blocks 213 and 228, Original Townsite of Edinburg
LOCATION:	415 West University Drive
LOT/TRACT SIZE:	Not Applicable
CURRENT USE OF PROPERTY:	Edinburg City Hall Courtyard
PROPOSED USE OF PROPERTY:	"26th Annual Walk and Candlelight Vigil"
EXISTING LAND USE/ ADJACENT ZONING:	North –Downtown (D) District South –Downtown (D) District East – Downtown (D) District West – Downtown (D) District
LAND USE PLAN DESIGNATION:	Downtown (D) District
ACCESS AND CIRCULATION:	This property has access onto University Drive (State Highway 107).
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the temporary special use permit for the "26th Annual Walk and Candlelight Vigil" A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
"26TH ANNUAL WALK AND CANDLELIGHT VIGIL"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application for the "26th Annual Walk and Candlelight Vigil"

1. **Duration:** The proposed days and hours requested by the applicant are on Wednesday, April 16, 2025, from 5:30 P.M. – 7:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

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

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

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

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

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

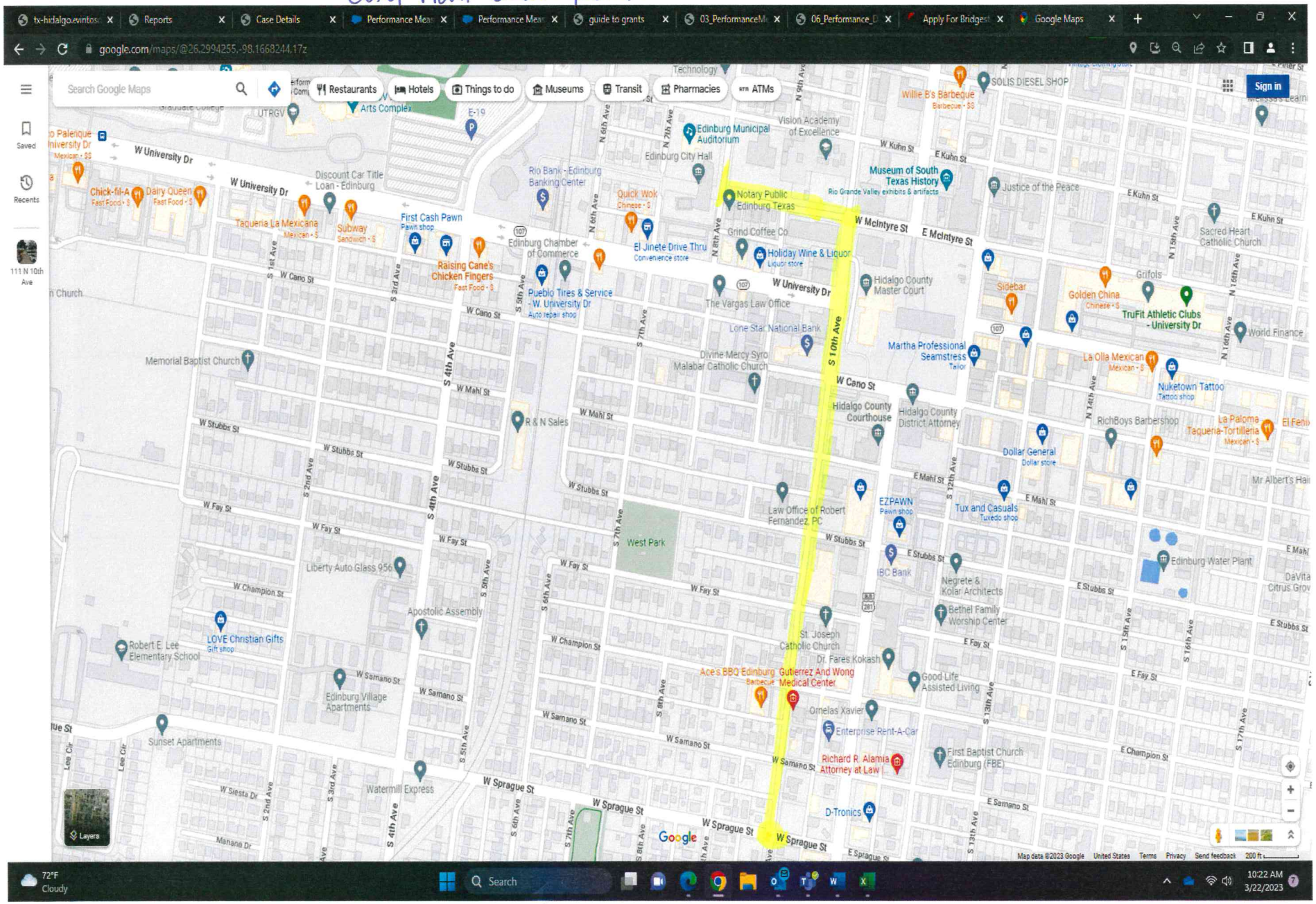
7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.

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

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

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

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



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

CASA
Court Appointed Special Advocates
FOR CHILDREN
CASA OF HIDALGO
COUNTY, INC.
Phone: 956-381-0346 | Fax: 956-381-9232 | 1001 S. 10th Ave., Edinburg, TX

February 25, 2025

Dear City of Edinburg,

April is National Child Abuse Awareness month. As part of our commitment to this event, we would like to host The Annual Candlelight Vigil on Wednesday April 16, 2025, from 6:30 pm – 7:30pm at the Edinburg City Hall Courtyard. We begin with a walk, at 6:30pm in observance of those children who have lost their lives to Child Abuse, the walk starts at our office located at 1001 S. 10th Ave Edinburg, TX. 78539 and ends at the Edinburg City Hall courtyard. We plan on inviting several law enforcement agencies in Hidalgo County to participate in this event, along with many other community organizations who are involved with abused or neglected children in Hidalgo County.

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

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

Sincerely,

Cassandra Montalvo

Program Director

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

THE CITY OF Edinburg

Special Use Permit Application:
Events (Temporary Use Permit)

Date: **February 26, 2025** ENERGOV CASE #: _____

1. Type of Event: **Child Abuse Prevention Vigil and walk**
2. Name of Event: **26th Annual Hidalgo County Candlelig** Phone: **(956) 381-0346**
3. Fundraising Event? ☐ YES ☑ NO Does Event Sponsor have IRS 501(c)(3) status? ☑ YES ☐ NO

   If fundraiser, please state use of proceeds: _____
4. Contact Name: **Cassie Montalvo**
5. Mailing Address: **1001 S. 10th Ave Edinburg Tx 78539**
6. Email: **cmontalvo@casaofhidalgo.com**
7. Address/Location of Event: **415 W. University Dr. Edinburg Tx 78539/ City Hall Courtyard**
8. Legal Description of Property: **Edinburg City Hall**
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: **Wednesday April 16, 2025 from 6:30 - 7:30pm**

Cassie Montalvo _____
Name (Please type or print Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

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

Fee: $200

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

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

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 18th day of March, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Veronica Whitacre on behalf of Court Appointed Special Advocates (CASA) Walk and Candle Light Vigil, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Veronica Whitacre on behalf of Court Appointed Special Advocates (CASA) Walk and Candle Light Vigil, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the City of Edinburg, Texas, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted March 18, 2025, for the "26th Annual Walk and Candlelight Vigil" to be held on Wednesday, April 16, 2025, from 5:30 P.M. to 7:00 P.M. the Walk will be begin at 1001 S 10th Ave., Edinburg, and will end at the Edinburg City Hall Courtyard, Edinburg, Hidalgo County, Texas.

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

EXECUTED this the 18th day of March, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

Court Appointed Special Advocates (CASA)

Indemnitor

BY: _____
Josephine Ramirez-Solis, City Attorney

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE "26TH ANNUAL WALK AND CANDLELIGHT VIGIL" TO BE HELD ON WEDNESDAY, APRIL 16, 2025, THE WALK WILL BE BEGIN AT 1001 S 10TH AVE., EDINBURG, AND WILL END AT THE EDINBURG CITY HALL COURTYARD, BEING ALL OF BLOCK 213, THE NORTH 125 FT. OF BLOCK 228 AND MCINTYRE STREET LYING BETWEEN BLOCK 213 AND 228, EDINBURG TOWNSITE, LOCATED AT 415 WEST UNIVERSITY DRIVE, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Court Appointed Special Advocates (CASA) of Hidalgo County, has applied for a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "25th Annual Walk and Candlelight Vigil" to be held on Wednesday, April 16, 2025, the Walk will be begin at 1001 S 10th Ave., Edinburg, and will end at the Edinburg City Hall Courtyard, Being all of Block 213, the North 125 Ft. of Block 228 and McIntyre Street lying between Block 213 and 228, Edinburg Townsite, Located at 415 West University Drive; and

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

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

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

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

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

University Drive, with the following conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
AWARDING OF BIDS
Agenda Item No: 8.A.
Bid No. 2025-9 Los Lagos Golf Course Bunker Renovations

1. **Agenda Item:**
Consider Awarding Bid No. 2025-9, Los Lagos Golf Course Bunker Renovation Maintenance to Fleetwood Services LLC for the Line Items Prices as Listed in an Amount Not to Exceed $250,000 and Authorize the City Manager to Enter Into an Agreement Relating Thereto, Pursuant to the City's Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The Los Lagos Golf Course Bunker Renovation Project is located at 1720 S Raul Longoria, Edinburg Tx, 78542. This Project aims to restore and improve the functionality, aesthetic, and playability of the bunkers while ensuring they meet modern golfing standards. The objectives of the this project are to:

1. Enhance Aesthetic Appeal - Renovate the bunkers to improve their visual appeal and alignment with the overall landscape of the golf course.
2. Improve Playability - Ensure the bunkers are designed and constructed to provide a consistent playing surface that meets the expectation of golfers of all skill levels.
3. Increase Durability - Incorporate materials and Construction techniques that enhance the longevity and resistance of the bunkers to weather, erosion and daily use.
4. Optimize Drainage Systems - Implement effective drainage solutions to prevent water accumulation and maintain the quality of the sand.
5. Minimize Maintenance Costs - Use innovative designs and materials to reduce the frequency and cost of maintenance while maintaining high standards.
6. Ensure Compliance with Industry Standards - Adhere to best practices and standards in golf coursed design and construction to create bunkers that are both functional and aesthetically pleasing.

On Tuesday, February 25, 2025, bids were opened for Bid No. 2025-9, Los Lagos Golf Course Bunker Renovation Maintenance. A total of three (3) bids were received and opened. After review and tabulation staff recommends awarding Bid No. 2025-9, Los Lagos Golf Course Bunker Renovation Maintenance to Fleetwood Services, LLC the lowest bidder meeting specifications in the amount of $275,284.00. The City of Edinburg has not previously done business with Fleetwood Services, LLC. The city has verified no monies are owed to the city by Fleetwood Services, LLC.

Below are the vendors who responded to the bid:

Line Items Awarded:		Line Items Not Awarded:	
Hole #1	$25,921.00	Hole #8	$22,659.00
Hole #2	$17,416.00	Hole #16	$8,388.00
Hole #6	$6,873.00		
Hole #7	$31,338.00		

Hole #9	$6,757.00
Hole #10	$61,978.00
Hole #11	$13,921.00
Hole #14	$3,203.00
Hole #15	$42,289.00
Hole #17	$17,824.00
Hole #18	$16,717.00

For a total amount Awarded $244,237.00

Funding in the Amount of $250,000.00 is available in the Los Logos Operating Budget Capital Outlay.

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-9, Los Lagos Golf Course Bunker Renovation Maintenance to Fleetwood Services LLC for the Line Items Prices as Listed and Authorize the City Manager to Enter Into an Agreement Relating Thereto, Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:

A. Bunker Renovation Bid Tab
B. Dept Bidders_List (1)
C. Notice to Bidders - Los Lagos Golf Course Bunker Renovation
D. [Fleetwood Services, LLC] Response Document Report
E. [Mid-America Golf & Landscape, Inc.] Response Document Report
F. Agreement for The Los Lagos Golf Course Bunker Renovation 1.23

				Fleetwood Services, LLC	Mid-America Golf & Land
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
1	Los Lagos Golf Course Bunker Renovation - Hole #1	1	Lump Sum	$25,921.00	$89,561.97
2	Los Lagos Golf Course Bunker Renovation - Hole #2	1	Lump Sum	$17,416.00	$81,802.87
3	Los Lagos Golf Course Bunker Renovation - Hole #6	1	Lump Sum	$6,873.00	$77,573.18
4	Los Lagos Golf Course Bunker Renovation - Hole #7	1	Lump Sum	$31,338.00	$80,178.22
5	Los Lagos Golf Course Bunker Renovation - Hole #8	1	Lump Sum	$22,659.00	$83,343.49
6	Los Lagos Golf Course Bunker Renovation - Hole #9	1	Lump Sum	$6,757.00	$75,780.46
7	Los Lagos Golf Course Bunker Renovation - Hole #10	1	Lump Sum	$61,978.00	$107,489.15
8	Los Lagos Golf Course Bunker Renovation - Hole #11	1	Lump Sum	$13,921.00	$81,326.68
9	Los Lagos Golf Course Bunker Renovation - Hole #14	1	Lump Sum	$3,203.00	$73,455.53
10	Los Lagos Golf Course Bunker Renovation - Hole #15	1	Lump Sum	$42,289.00	$97,517.16
11	Los Lagos Golf Course Bunker Renovation - Hole #16	1	Lump Sum	$8,388.00	$77,657.21
12	Los Lagos Golf Course Bunker Renovation - Hole #17	1	Lump Sum	$17,824.00	$80,822.48
13	Los Lagos Golf Course Bunker Renovation - Hole #18	1	Lump Sum	$16,717.00	$82,839.29
			Total Project Cost	$275,284.00	$1,089,347.69

Bidders List:

Course Crafters
Chris Hill - 251-583-6703
chill@coursecraftersllc.com

Fleetwood Services LLC
Robert Fleetwood - 469-865-4721
fleetwoodservices@yahoo.com

Fore Front Construction
Rick Franke - 678-428-5888
forefrontconstruction@hotmail.com

Graham Golf, LLC
Mariner Price- 713-302-3737
grahamgolfllc@yahoo.com

Heritage Links
Jon O'Donnell - 281-788-9277
jono@heritage-links.com

Landscapes Unlimited
Ty Arndt - 402-423-6653
tarndt@landscapesunlimited.com

Mid-America Golf and Landscape
Klaus Ahlers - 910-690-9420
klaus@klausgolf.com

Verde Sports Construction
Josh Peters - 214-906-5529
Josh@verdesportsconstruction.com

VM Golf Services
Chris Lineberger - 901-331-3071
chrislineberger@vmgolfservices.com

INVITATION FOR BID

2025-9

LOS LAGOS GOLF COURSE BUNKER RENOVATION

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: February 5, 2025

DEADLINE FOR QUESTIONS: February 14, 2025

RESPONSE DEADLINE: February 25, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

INVITATION FOR BID

Los Lagos Golf Course Bunker Renovation

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions.....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

Attachments:

A - Rules for Electronic Bidding

B - Specifications

C - Specifications Sand Bunkers

D - Bunker Renovation Consept Plan

E - Agreement for The Los Lagos Golf Course Bunker Renovation 1.23.25 Sample

1. Introduction

1.1. Summary

The City of Edinburg is soliciting sealed bids for the Los Lagos Golf Course Bunker Renovation Project which is located at 1720 S Raul Longoria, Edinburg Tx, 78542. We are seeing proposals from qualified contractors for the renovation and enhancement of sand bunkers. This Project aims to restore and improve the functionality, aesthetics, and playability of the bunkers while ensuring they meet modern golfing standards.

1.2. Background

The Objectives of the this project are to:

- Enhance Aesthetic Appeal - Renovate the bunkers to improve their visual appeal and alignment with the overall landscape of the golf course.
- Improve Playability - Ensure the bunkers are designed and constructed to provide a consistent playing surface that meets the expectation of golfers of all skill levels.
- Increase Durability - Incorporate materials and Construction techniques that enhance the longevity and resistance of the bunkers to weather, erosion and daily use.
- Optimize Drainage Systems - Implement effective drainage solutions to prevent water accumulation and maintain the quality of the sand.
- Minimize Maintenance Costs - Use innovative designs and materials to reduce the frequency and cost of maintenance while maintaining high standards.
- Ensure Compliance with Industry Standards - Adhere to best practices and standards in golf coursed design and construction to create bunkers that are both functional and aesthetically pleasing.

1.3. Contact Information

Juan De La Cruz
Golf Manager
1720 N Raul Longoria Rd
Edinburg, TX 78541
Email: jdelacruz@cityofedinburg.com
Phone: (956) 648-2904

Department:
Parks & Recreation

Department Head:
Javier Garza
Parks & Recreation Director

1.4. Timeline

Release Project Date	February 5, 2025
Question Submission Deadline	February 14, 2025, 5:00pm
Bid Submission Deadline	February 25, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for Los Lagos Golf Course Bunker Renovation.

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

3:00 pm, Tuesday, February 25, 2025.

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

All Bids will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, February 25, 2025.

To obtain a copy of the Invitation to Bid or submit an electronic Bid please visit:

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

If a Respondent chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg BID No. 2025-9" to the City Secretary's Office prior to the Bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Respondent's firm name shall appear on the outside of the envelope.

Submit Bids to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

BID No. 2025-9

If you have any questions or require additional information contained the Bid, 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 Friday, February 14, 2025.

The City of Edinburg reserves the right to reject any or all bids and to waive informalities or technicalities and to accept the Bids deemed most advantageous to the City, and hold the bid for a period of **60 days** without taking action.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Los Lagos Golf Course Bunker Renovation

INTENT

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

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive**. Each Bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. Bids submitted by facsimile (fax) will not be accepted. Submittal of an Bid in response to this solicitation constitutes an offer by the respondent. Once submitted, Bids become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any Bid regardless of whether that respondent/firm is selected. Submission of a Bid in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the successful respondent otherwise. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg before the deadline day and hour. No late Bids will be accepted. Failure to meet Bid 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 Bids **60** days after deadline without taking action. Respondents are required to hold their Bids firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all Bids, 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 Bid 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 Bids 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 Bids. The City also reserves the right to request oral interviews.

NUMBER OF CONTRACTS

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

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 BID

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

NO RESPONSE TO BID

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

LIST OF EXCEPTIONS

The respondent shall attach to his/her Bid 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 Los Lagos Golf Course Bunker Renovation 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 Bids shall be directed to the e-procurement portal as outlined in the Bid. Such interpretations, which may affect the eventual outcome of this request for Bids, 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 Bids and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the 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 Bid 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 Bid 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 Bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available 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 Bid 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 Bid 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

BID 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 Bid 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 BID

Bids MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your Bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the Bid. A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the Bid. 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

Respondents 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. Specifications

The specifications for this project can be found in the attachments section.

5. Vendor Questionnaire

5.1. Proposal*

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

Please do not upload multiple files.

*Response required

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

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.4.2. Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.4.3. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.4.5. Please fill out and sign HB 89 and upload here**

HB 89

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

1) does not boycott Israel; and

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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes

☐ No

*Response required

5.5. Solicitation Forms

*5.5.1. Please fill out the Past Performance Reference document and upload here.**

Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

*Response required

*5.5.2. Please fill out and attach the Bid Bond.**

Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

*Response required

*5.5.3. Please fill out the attached Statement of Qualifications**

Please download the below documents, complete, and upload.

- D_-_Statement_of_Bidders_Qu...

*Response required

*5.5.4. Please fill out and sign the Cerification of Bidders Experience and Qualifications and upload the document here.**

Please download the below documents, complete, and upload.

- E_-_Certificate_of_Bidders_...

*Response required

*5.5.5. Please fill out, sign, and notarize the Equipment and Material List and upload here.**

Please download the below documents, complete, and upload.

- F_-_Equipment_&_Material_Li...

*Response required

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

Please download the below documents, complete, and upload.

- G_-_Non_Bribery_Model_Form_...

*Response required

*5.5.7. Please review the attached Performance Bond form.**

- K_-_Performance_Bond.pdf

*Response required

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

☐ Yes
☐ No

*Response required

*5.5.9. Please review the attached Payment Bond form.**

- L_-_Payment_Bond.pdf

*Response required

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

☐ Yes
☐ No

*Response required

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

Please download the below documents, complete, and upload.

- M_-_Affidavit_of_Insurance_...

*Response required

*5.5.12. 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

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

Please download the below documents, complete, and upload.

- O_-_Certificate_Regarding_D...

*Response required

6. Pricing Proposal

BUNKER RENOVATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Los Lagos Golf Course Bunker Renovation - Hole #1	1	Lump Sum		
2	Los Lagos Golf Course Bunker Renovation - Hole #2	1	Lump Sum		
3	Los Lagos Golf Course Bunker Renovation - Hole #6	1	Lump Sum		
4	Los Lagos Golf Course Bunker Renovation - Hole #7	1	Lump Sum		
5	Los Lagos Golf Course Bunker Renovation - Hole #8	1	Lump Sum		
6	Los Lagos Golf Course Bunker Renovation - Hole #9	1	Lump Sum		
7	Los Lagos Golf Course Bunker Renovation - Hole #10	1	Lump Sum		
8	Los Lagos Golf Course Bunker Renovation - Hole #11	1	Lump Sum		
9	Los Lagos Golf Course Bunker Renovation - Hole #14	1	Lump Sum		
10	Los Lagos Golf Course Bunker Renovation - Hole #15	1	Lump Sum		
11	Los Lagos Golf Course Bunker Renovation - Hole #16	1	Lump Sum		
12	Los Lagos Golf Course Bunker Renovation - Hole #17	1	Lump Sum		
13	Los Lagos Golf Course Bunker Renovation - Hole #18	1	Lump Sum		
TOTAL					

[FLEETWOOD SERVICES, LLC] RESPONSE DOCUMENT REPORT

ITB No. 2025-9

Los Lagos Golf Course Bunker Renovation

RESPONSE DEADLINE: February 25, 2025 at 3:00 pm

Report Generated: Monday, March 3, 2025

Fleetwood Services, LLC Response

CONTACT INFORMATION

Company:
Fleetwood Services, LLC

Email:
accounting@fleetwoodservices.net

Contact:
Robert Fleetwood

Address:
4311 Willow St
Dallas, TX 75226

Phone:
(972) 707-8314

Website:
fleetwoodservices.net

Submission Date:
Feb 21, 2025 10:56 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 24, 2025 2:27 PM by Robert Fleetwood

QUESTIONNAIRE

1. Proposal*
Pass

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

Please do not upload multiple files.

Bid_Response_Los_Lagos_Final.pdf

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

3. Please upload your current insurance certificate.*
Pass

Please upload your current insurance certificate.

COI_-_City_of_Edinburg.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 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 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 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 PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

B_-_Past_Performance_Evaluation.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

Bid_Bond_Fully_Executed_Los_Lagos.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

D_-_Statement_of_Bidders_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

E_-_Certificate_of_Bidders_Experience_&_Qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

F_-_Equipment_&_Material_List_-_SECTION_00430.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 REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K - Performance Bond.pdf

K_-_Performance_Bond.pdf

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

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

L_-_Payment_Bond.pdf

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

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

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615.pdf

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

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645.pdf

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

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment_-_Document_00644.pdf

PRICE TABLES

BUNKER RENOVATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Los Lagos Golf Course Bunker Renovation - Hole #1	1	Lump Sum	$25,921.00	$25,921.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Los Lagos Golf Course Bunker Renovation - Hole #2	1	Lump Sum	$17,416.00	$17,416.00
3	Los Lagos Golf Course Bunker Renovation - Hole #6	1	Lump Sum	$6,873.00	$6,873.00
4	Los Lagos Golf Course Bunker Renovation - Hole #7	1	Lump Sum	$31,338.00	$31,338.00
5	Los Lagos Golf Course Bunker Renovation - Hole #8	1	Lump Sum	$22,659.00	$22,659.00
6	Los Lagos Golf Course Bunker Renovation - Hole #9	1	Lump Sum	$6,757.00	$6,757.00
7	Los Lagos Golf Course Bunker Renovation - Hole #10	1	Lump Sum	$61,978.00	$61,978.00
8	Los Lagos Golf Course Bunker Renovation - Hole #11	1	Lump Sum	$13,921.00	$13,921.00
9	Los Lagos Golf Course Bunker Renovation - Hole #14	1	Lump Sum	$3,203.00	$3,203.00
10	Los Lagos Golf Course Bunker Renovation - Hole #15	1	Lump Sum	$42,289.00	$42,289.00
11	Los Lagos Golf Course Bunker Renovation - Hole #16	1	Lump Sum	$8,388.00	$8,388.00
12	Los Lagos Golf Course Bunker Renovation - Hole #17	1	Lump Sum	$17,824.00	$17,824.00
13	Los Lagos Golf Course Bunker Renovation - Hole #18	1	Lump Sum	$16,717.00	$16,717.00
TOTAL					**$275,284.00**

Fleetwood Services LLC
4311 Willow Street
Dallas, TX 75226

2025 BUNKER RENOVATION PROJECT

LOS LAGOS GOLF COURSE

BID BY

FLEETWOOD SERVICES, LLC

Fleetwood Services LLC
4311 Willow Street
Dallas, TX 75226

2/18/2025

Los Lagos Golf Course
1720 S Raul Longoria
Edinburg, TX 78542

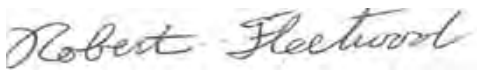
Mr. Juan De La Cruz,

Thank you for giving us the opportunity to submit to you our Construction Bid Proposal and for the chance to create a future partnership with you. We have enclosed our proposal for the Los Lagos Golf Course Bunker Renovation Project in complete detail for your review in order to undertake management for constructing your project.

We are one of the leading golf course construction and project management companies in the region with over 40 years of experience in the industry. Our top-of-the-line technical and management skills deliver our projects on time and within budget. Our success metric is to always give satisfaction to our clients by adding value to their businesses and interests. With this, we hope to build a strong relationship with you.

Please review the enclosed proposal and do not hesitate to contact me at 469-865-4721 or email me at robert@fleetwoodservices.net. Thank you for your time and attention and we hope to hear from you soon.

Sincerely,



Robert Fleetwood
Owner
Fleetwood Services, LLC

6. Pricing Proposal

BUNKER RENOVATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
1	Los Lagos Golf Course Bunker Renovation - Hole #1	1	Lump Sum	$25,921		$25,921
2	Los Lagos Golf Course Bunker Renovation - Hole #2	1	Lump Sum	$17,416		$17,416
3	Los Lagos Golf Course Bunker Renovation - Hole #6	1	Lump Sum	$6,873		$6,873
4	Los Lagos Golf Course Bunker Renovation - Hole #7	1	Lump Sum	$31,338		$31,338
5	Los Lagos Golf Course Bunker Renovation - Hole #8	1	Lump Sum	$22,659		$22,659
6	Los Lagos Golf Course Bunker Renovation - Hole #9	1	Lump Sum	$6,757		$6,757
7	Los Lagos Golf Course Bunker Renovation - Hole #10	1	Lump Sum	$61,978		$61,978
8	Los Lagos Golf Course Bunker Renovation - Hole #11	1	Lump Sum	$13,921		$13,921
9	Los Lagos Golf Course Bunker Renovation - Hole #14	1	Lump Sum	$3,203		$3,203
10	Los Lagos Golf Course Bunker Renovation - Hole #15	1	Lump Sum	$42,289		$42,289

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
11	Los Lagos Golf Course Bunker Renovation - Hole #16	1	Lump Sum	$8,388		$8,388
12	Los Lagos Golf Course Bunker Renovation - Hole #17	1	Lump Sum	$17,824		$17,824
13	Los Lagos Golf Course Bunker Renovation - Hole #18	1	Lump Sum	$16,717		$16,717
TOTAL	$275,284					

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

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

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: Fleetwood Services, LLC Address *(principal place of business)*: 4311 Willow Street Dallas, TX 75226	Name: Capitol Indemnity Corporation Address *(principal place of business)*: 2121 N. California Blvd., Suite 300 Walnut Creek, CA 94596
Owner	**Bid**
Name: City of Edinburg, TX Address *(principal place of business)*: 415 W. University Drive Edinburg, TX 78541	Project *(name and location)*: 2025-9 Los Lagos Golf Course Bunker Renovation 1720 S Raul Longoria, Edinburg, TX 78542 Bid Due Date: 2/25/2025

Bond #CIC1958412

Penal Sum: Five percent (5%) of the contract bid

Date of Bond: 2/13/2025

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Fleetwood Services, LLC *(Full formal name of Bidder)*	Capitol Indemnity Corporation *(Full formal name of Surety) (corporate seal)*
By: Robert Fleet *(Signature)*	By: Amelia McShane *(Signature) (Attach Power of Attorney)*
Name: Robert Fleet *(Printed or typed)*	Name: Amelia McShane *(Printed or typed)*
Title: Owner	Title: Attorney-In-Fact
Attest: [signature] *(Signature)*	Attest: [signature] *(Signature)*
Name: Robert Fleet Allison Case *(Printed or typed)*	Name: Brian Nelson *(Printed or typed)*
Title: Business Operations Manager	Title: Attorney-In-Fact

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

END OF SECTION

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1958412
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- AMELIA MCSHANE; BRIAN NELSON----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED,** that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13 day of February 20 25

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/07/2025

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: Eric Eustace	
Alliance Insurance Group of Texas, LLC 3838 Oak Lawn Ave., Suite 1000 Dallas TX 75219	PHONE (A/C, No, Ext): (972) 452-6631	FAX (A/C, No):
	E-MAIL ADDRESS: eric@alliance-insgrp.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Scottsdale Insurance Company	41297
INSURED	INSURER B : Foremost County Mutual Insurance Company	29254
Fleetwood Services, LLC 4311 Willow Street Dallas TX 75226	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D : Kinsale Insurance Company	38920
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			RBS0259888	5/19/2024	5/19/2025	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 $
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			M00 0067886 00	3/16/2024	3/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS1226886	5/19/2024	5/19/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**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		0002107966	3/16/2024	3/16/2025	[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	Equipment Coverage			0100301683-0	5/25/2024	3/16/2025	Scheduled Equipment Leased/Rented Equip	$2,139,897 $250,000

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

The General Liability policy includes an endorsement with Primary and Noncontributory wording when required by written contract.

The General Liability policy includes a notice of cancellation to certificate holders providing for 30 days' advance notice.
The auto policy and general liability policy includes a blanket additional insured endorsement when required by written contract.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Eric Eustace

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Alliance Insurance Group of Texas, LLC		Fleetwood Services, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The general liability, auto, and workers compensation policies include a blanket waiver of subrogation endorsement when required by written contract

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

Reference For: Los Lagos GC Bunker Renovation

Reference Company Name: Fleetwood Services, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: Brent Doolittle

Printed Name: BRENT DOOLITTLE

Date: 2-12-2025

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

Reference For: Los Lagos GC Bunker Renovation

Reference Company Name: Fleetwood Services, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes X No___
3. Provided completed warranty documents and performed warranty items timely: Yes__ No____
   NA STILL UNDER WARRANTY, BUT SCHEDULED
4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: _____

Printed Name: DOUG MELCHIOR

Date: FEB. 12, 2025

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF DALLAS

Robert Fleetwood, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Fleetwood Services, 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 Robert Fleetwood

Title Owner

Subscribed and sworn to me this 11 day of February 2025.

By: AKC

Notary Public

ALLISON K CASE
Notary ID #131908998
My Commission Expires
February 27, 2027

My commission expires 2/27/2027

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Fleetwood Services, 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.**

N/A

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

7 Pam Fleetwood

Signature of vendor doing business with the governmental entity

2/7/2025

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.

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 2/11/2025

Company/Vendor Name: Fleetwood Services, LLC

Printed Name and Title: Robert Fleetwood, Owner

Authorized Signatory: Robert Fleetwood

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Fleetwood Services, LLC		
Corporate Office			
Name:	Robert Fleetwood	Phone number:	972-707-8314
Title:	Owner	Email address:	robert@fleetwoodservices.net
Business address of corporate office: Type text here	4311 Willow St, Dallas, TX 75226		
Local Office			
Name:	Robert Fleetwood	Phone number:	972-707-8314
Title:	Owner	Email address:	robert@fleetwoodservices.net
Business address of local office:	4311 Willow St, Dallas, TX 75226		

Bunker

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:	7/13/2010	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

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

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

Name:	Robert Fleetwood	Title:	Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:	Pam Fleetwood	Title:	Owner
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

Pine Dunes Golf Course

2.01 Provide information regarding licensure for Business, if applicable:

Type text here

Name of License:	N/A In the State of Texas		
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	NCTRCA	11/9/22 - Present
☐ 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	Texas Comptroller of Public Accounts	5/23/22 - Present
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Robert Fleetwood

Safety Certifications *Our safety programs are run in house

Certification Name	Issuing Agency	Expiration

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Fleetwood Services, LLC									
*Please see attached	NCCI	Report							

ARTICLE 5—FINANCIAL

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

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Alpha Surety
Surety is a corporation organized and existing under the laws of the state of:	Arkansas
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):	650 SHACKLEFORD RD, STE 325, LITTE ROCK, AR 72211

Physical Address (principal place of business):	650 SHACKLEFORD RD, STE 325, LITTE ROCK, AR 72211		
Phone (main):	800-901-3099	Phone (claims):	800-901-3099

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)	
Scottsdale Insurance Company	Commerical General Liab and Umbralla Liab	
Foremost County Mutual Insurance Company	Automobile Liability	
Texas Mutual Insurance Company	Workers Comp	
Kinsale Insurance Company	Equipment Coverage	
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):	Alliance Insurance Group of Texas, LLC	
	3838 Oak Lawn Ave Ste 1000	
	Dallas, TX 75219	
Physical Address (principal place of business):	Same	
Phone (main): 972-452-6631	Phone (claims): 972-452-6631	

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:	40
Estimate of revenue for the current year:	$10,000,000
Estimate of revenue for the previous year:	$10,841,000

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

Years of experience with projects like the proposed project: 15 yrs				
As a general contractor:	15 yrs	As a joint venturer:	15 yrs	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

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

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Fleetwood Services, LLC
(typed or printed name of organization)

By: Robert Fleetwood
(individual's signature)

Name: Robert Fleetwood
(typed or printed)

Title: Owner
(typed or printed)

Date: 2/12/2025
(date signed)

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

Attest:
(individual's signature)

Name: Allison Case
(typed or printed)

Title: Operations Manager
(typed or printed)

Address for giving notices:
4311 Willow St, Dallas, TX 75226

Designated Representative:

Name: Robert Fleetwood
(typed or printed)

Title: Owner
(typed or printed)

Address:
4311 Willow St, Dallas, TX 75226

Phone: 972-707-8314

Email: robert@fleetwoodservices.net

Schedule A—Current Projects

Name of Organization	Indian Creek Golf Club				
Project Owner	City of Carrollton		Project Name	Indian Creek Bunker Renovations	
General Description of Project	Bunker Renovations Using Zline Bunker System				
Project Cost	$1,144,750		Date Project	1/6/25 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Wesley Fleetwood	Josue Martinez	Robert Fleetwood	Wesley Fleetwood	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Carrollton - Scott Whitaker	Golf Course Superintendent	Indian Creek Golf Club		scott.whitaker@cityofcarrollton.com
Designer					
Construction Manager	Scott Whitaker	Golf Course Superintendent	Indian Creek Golf Club		scott.whitaker@cityofcarrollton.com

Project Owner	Chickasaw Nation - WinStar		Project Name	WinStar Re-Grassing Improvments	
General Description of Project	Grading and replacing sand/mix/dirt and re-grassing entire course				
Project Cost	$1,208,400		Date Project	3/3/25 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Greg Smith	Samuel Lopez	Robert Fleetwood	Greg Smith	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Chickasaw Nation - Charles Wise	Golf Couse Superintendent	Chickasaw Nation		charles.wise@chickasaw.net
Designer	SilverLeaf - Rob Addington		SilverLeaf Sports Mgmt	214-893-6855	rob@silverleafsm.com
Construction Manager	Chickasaw Nation - Charles Wise	Golf Course Superintendent	Chickasaw Nation		charles.wise@chickasaw.net

Project Owner	City of Garland		Project Name	Firewheel Golf Park - Greens Renovation	
General Description of Project	Renovating greens				
Project Cost	$1,204,500		Date Project	4/2025 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Wesley Fleetwood	Walder Aguirre	Robert Fleetwood	Wesley Fleetwood	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Garland - John Rowe	Golf Course Superintendent	Firewheel Golf Park		jrowe@garlandtx.gov
Designer					
Construction Manager	John Rowe	Golf Course Superintendent	Firewheel Golf Park		jrowe@garlandtx.gov

Schedule B—Previous Experience with Similar Projects

Name of Organization	Sykes/Lady Overland Park Golf Course				
Project Owner	City of Overland Park		Project Name	Sand Bunker Renovation	
General Description of Project	Renovated bunkers using BBB method				
Project Cost	$1,074,580		Date Project	9/2023 - 12/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Greg Smith	Samuel Lopez	Robert Fleetwood	Greg Smith	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Doug Melchior	Manager of Golf & Grounds	City of Overland Park	913- 890-1623	doug.melchior@opkansas.org
Designer	Todd Clark	Golf Course Architect	CE Golf Design	913-233-9279	todd@cegolfdesign.com
Construction Manager	Doug Melchior	Manager of Golf & Grounds	City of Overland Park	913- 890-1623	doug.melchior@opkansas.org

Project Owner	Shady Oaks Country Club		Project Name	Bunker Renovations	
General Description of Project	Renovated sand bunkers using BBB Method				
Project Cost	$265,212		Date Project	4/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Robert Fleetwood	Josue Martinez	Robert Fleetwood	Josue Martinez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Brent Doolittle	Golf Course Superintendent	Shady Oaks Country Club	817-732-3333	bdoolittle@shadyoaksclub.com
Designer					
Construction Manager	Brent Doolittle	Golf Course Superintendent	Shady Oaks Country Club	817-732-3333	bdoolittle@shadyoaksclub.com

Project Owner	Innovative Clubs		Project Name	Rose Creek Golf Club - Bunker Renovations	
General Description of Project	Bunker renovations using the BBB method				
Project Cost	$718,412		Date Project	3/2022 - 6/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Robert Fleetwood	Walder Aguirre	Robert Fleetwood	Walder Aguirre	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Alex Hammill	Owner	Innovative Clubs	724-780-5160	ahammill@innovativeclubs.com
Designer					
Construction Manager	Alex Hammill	Owner	Innovative Clubs	724-780-5160	ahammill@innovativeclubs.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Pine Dunes Golf Course			
Project Owner	Lutz Golf Course, LP	Project Name	Bunker Renovations	
General Description of Project	Renovated bunkers using BBB method			
Project Cost	$348,457	Date Project	1/2022 - 4/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Robert Fleetwood	Josue Martinez	Robert Fleetwood	Josue Martinez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Chris Edmonson	Golf Course Manager	Pine Dunes Golf Course	903-876-4336	chrised@pinedunes.com
Designer					
Construction Manager	Chris Edmonson	Golf Course Manager	Pine Dunes Golf Course	903-876-4336	chrised@pinedunes.com

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

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual	Robert Fleetwood		
Years of experience as project manager		25+ years	
Years of experience with this organization		15 years	
Number of similar projects as project manager		100 +	
Number of similar projects in other positions		350+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Indian Creek Golf Course		20%	8/2025
WinStar		30%	8/2025
Firewheel Golf Park		20%	8/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Doug Melchior	Name	Brent Doolitte
Title/Position	Manger of Golf & Grounds	Title/Position	Golf Course Superintendent
Organization	City of Overland Park	Organization	Shady Oaks CC
Telephone	913- 890-1623	Telephone	817-732-3333
Email	doug.melchior@opkansas.org	Email	bdoolittle@shadyoaksclub.com
Project	Sykes/Lady Overland Park Golf Course	Project	Shady Oaks Bunker Renovation
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Walder Aguirre	
Years of experience as project superintendent		14 years	
Years of experience with this organization		14 years	
Number of similar projects as project superintendent		50+	
Number of similar projects in other positions		50+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Hodges 9 Hole GC		50%	4/2025
Indian Creek Golf Course		20%	8/20/25
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Alex Hammill	Name	Brandon Towns
Title/Position	Owner	Title/Position	General Manager/COO
Organization	Innovative Clubs	Organization	Georgetown Country Club
Telephone	724-780-5160	Telephone	512-930-4577
Email	ahammill@innovativeclubs.com	Email	gm@georgetowncountryclub.com
Project	Rose Creek Bunker Renovations	Project	Greens Renovation Project
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Safety Manager			
Name of individual		Robert Fleetwood *Please see Project Manager Info	
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		Walder Aguirre *Please see Project Superintendent Info	
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	

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: FLEETWOOD SERVICES LLC **Risk ID:** 421658145

Rating Effective Date: 03/16/2025 **Production Date:** 01/08/2025 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	Split Point
TX	.13	25,000	46,227	21,227	0	31,280	0	0	16,500

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.13		25,000	46,227	21,227	0	31,280	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	53,030	0	53,030
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	21,227	53,030	3,250	77,507

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.68

REVISED RATING
NCCI'S EXPERIENCE RATING WORKSHEET SUMMARY PAGE NOW INCLUDES A COLUMN FOR
THE STATE'S APPROVED PRIMARY/EXCESS LOSS SPLIT POINT,
APPLICABLE TO THE RATING EFFECTIVE DATE.
REVISED RATING TO INCLUDE UPDATED DATA FOR: TX, POL. #: A9WC430434, EFF.: 06/02/2023

Carrier: 29939-000 **Policy:** 0002107966 **Eff-Date:** 03-16-2024 **Exp-Date:** 03-16-2025

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: FLEETWOOD SERVICES LLC **Risk ID:** 421658145

Rating Effective Date: 03/16/2025 **Production Date:** 01/08/2025 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** FLEETWOOD SERVICES LLC

Carrier: 39071 **Policy No.** TWC3960600 **Eff Date:** 04/29/2021 **Exp Date:** 05/14/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	.93	.46	33,046	307	141					
6219	.70	.33	2,558	18	6					
8810	.02	.49	2,558	1	0					
Policy Total:			**38,162**	**Subject Premium:**	**1,011**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** FLEETWOOD SERVICES LLC

Carrier: 19054 **Policy No.** A9WC261047 **Eff Date:** 06/02/2021 **Exp Date:** 06/02/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	.93	.46	1,260,820	11,726	5,394					
0042	.93	.46	129,510	1,204	554					
8810	.02	.49	126,156	25	12					
8810	.02	.49	12,959	3	1					
Policy Total:			**1,529,445**	**Subject Premium:**	**36,941**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** FLEETWOOD SERVICES LLC

Carrier: 19054 **Policy No.** A9WC315514 **Eff Date:** 06/02/2022 **Exp Date:** 06/02/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	.93	.46	1,856,090	17,262	7,941					
8810	.02	.49	163,312	33	16					
Policy Total:			**2,019,402**	**Subject Premium:**	**40,375**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** FLEETWOOD SERVICES LLC

Carrier: 19054 **Policy No.** A9WC430434 **Eff Date:** 06/02/2023 **Exp Date:** 03/16/2024

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	.93	.46	1,647,399	15,321	7,048					
5183	.55	.38	1,770	10	4					
6219	.70	.33	41,039	287	95					
8810	.02	.49	149,576	30	15					
Policy Total:			**1,839,784**	**Subject Premium:**	**34,828**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2,000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

Disadvantaged Business Enterprise (DBE)
FLEETWOOD SERVICES, LLC

FLEETWOOD SERVICES, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 237990: GOLF COURSE CONSTRUCTION
NAICS 237990: OUTDOOR RECREATION FACILITY CONSTRUCTION
NAICS 237990: PARK AND RECREATIONAL OPEN SPACE IMPROVEMENT CONSTRUCTION
NAICS 237990: SPORTS FIELD CONSTRUCTION

This Certification commences November 5, 2024 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: November 5, 2024
CERTIFICATION NO. WFDB28382Y1125

Angela Alexander

Certification Administrator

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1273054901600**
Approval Date: **May 23, 2022**
Scheduled Expiration Date: **May 23, 2026**

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

FLEETWOOD SERVICES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **May 23, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

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

pine D Pines Golf Course Co

Certified Installer

of

Better Billy Bunker Method™

Durable · Linerless · Guaranteed

THIS IS TO CERTIFY THAT

Fleetwood Services

Has successfully completed the Certified training course on installing The Better Billy Bunker Method

January 15, 2013

Jerry Lemons
Instructor

Todd Jenkins
Instructor

Robert Fleetwood

Owner/VP Of Operations

Contact

Address
Dallas, TX, 75226

Phone
(469) 865-4721

E-mail
robert@fleetwoodservices.net

Skills

- Strategic planning and execution — Excellent
- Process improvements — Excellent
- Profitability and revenue generation — Very Good
- Purchasing and planning — Very Good
- Relationship building and retention — Excellent
- Effective leader — Excellent

Determined and responsible Owner/Vice President with more than 35 years of success boosting efficiency and streamlining procedures for Golf Course Construction groups. Focused on smoothly overseeing financial, personnel and operational facets. Effectively balance targets with resources and optimize long-term success.

Work History

2010-07 - Current

Owner/VP of Operations

Fleetwood Services, LLC, Dallas, Texas

- Strategically coordinat operations according to objectives and capabilities, effectively allocating resources to meet demands
- Identifiy and solve issues with production, workforce and material sourcing to drive business objectives.
- Apply excellent problem-solving, process development and strategic implementation skills to lead and support all areas of operations.
- Attend trade shows and client meetings, promoting company brand and building rapport with prospects and partners.

Education

Eastfield Community College, Mesquite, TX

General Studies

Certifications

Certified Installer, Better Billy Bunker

Certified Installer, Bunker Solutions

Charter Member, GCBAA - 2016 to Present

Walder Aguirre

Senior Project Manager

Professional Project Management Specialist with experience working with teams to accomplish short- and long-term project goals. Managed budgets and monitored project costs.

Contact

Address
Dallas TX

Phone
469-910-9045

E-mail
walder@fleetwoodservices.net

Skills

Cost Control

Project Scheduling

Organization and Time Management

Multitasking Abilities

Teamwork and Collaboration

Planning and Coordination

Critical Thinking

Attention to Detail

Languages

English

Spanish

Work History

2011-07 - Current

Senior Project Manager

Fleetwood Services LLC, Dallas, Texas

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- Partnered with project team members to identify and quickly address problems.
- Communicated project plans and progress to key stakeholders and project contributors.
- Maintained schedules to meet key milestones at every project phase.
- Directed changes to project scope and cost and implemented appropriate change management processes to keep project on track.
- Monitored project progress, identified risks and implemented corrective measures to acquire success.
- Developed and maintained project budgets to control costs and meet organizational and project goals.

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of February, 2025.

Robert Fleetwood, Fleetwood Services LLC
Name of Bidder

Robert Fleetwood
Signature of Bidder

Owner
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Please see the following attached Fleetwood Services equipment list. All items are owned unless *Leased is denoted. Leased equipment is leased from Kubota Leasing		Kubota Leasing 888-465-8268

SCHEDULE 1

ASSETS

EFFECTIVE: _2/7_____, 20_25__.

Description	VIN/Serial No.
103-2015 20FT FLATBED	16VPX2022F2024454
104-2016 14FT FLATBED TRAILER	16VNX1425G2051385
105-2013 ENCLOSED CARGO	1WF200G24D2030385
106-2015 ENCLOSED CARGO 7X15	FCO39504
107-2010 12FT HOMEMADE SINGLE AXLE	
108-2006 ENCLOSED CARGO-073 029H	6G010493
109-2006 ENCLOSED CARGO-356 459H	6Y054749
113-BARREL SPRAY TRAILER	170940H
114-ENCLOSED TRAILER	7JKBE1623NH006036
115-BIGTEX TRAILER 34FT	16V3F3823P6249553
116-BIGTEX TRAILER 20FT	16V1W2421P2281433
117-BIGTEX TRAILER 20FT	16V1W2426P2281427
	TRAILERS
150- 2011 PROVONOST P-510/35	10434
151- 2011 PRONOVOST P510/35	10597
152- 2012 TAYLOR DUMP 4000-5T-63X99-Y	900204559
153- 2014 TAYLOR DUMP 4000-5T-63-99	1001495381
154 - TAYLOR MADE DUMP TRAILER	900220570
155-2013 TAYLOR DUMP 4000-5T-63X99-B	159353

157- 2013 PRONOVOST P-510/35	10400	
158-TAYLOR DUMP 4000-5T-63X 99-0	1001495382	
159-TAYLOR DUMP 4000-5T 63X99-0	1001503511	
160-DAKOTA 550		
161-2019 TAYLOR DUMP 4000	900221186	
162 - 2020 TAYLOR DUMP 4000-5T-63X99-Y	1001732751	
163-2022 TAYLOR DUMP 4000-5T-63	900242743	
164-2022 TAYLOR DUMP 4000-5T-63	900242568	
165-TAYLOR DUMP 4000-5T-63X99-O	900247071	
		DUMP TRAILERS
202-2011 KUBOTA L 4400	88310	
203-2011 KUBOTA M5640SU	50657	
205-2014 KUBOTA L4701	50974	
207- 2011 KUBOTA L4400	88410	
208- 2011 KUBOTA L4600	60088	
209 - JOHN DEERE 1200A	220094	
210- 2011 JOHN DEERE 5210	LV52105420784	
211- 2010 JOHN DEERE 1200A	LBT180243	
212 - JOHN DEERE 1200A	165479	
213-2014 JOHN DEERE 1200A	LCT 190577	
214-2014 JOHN DEERE 1200A	01200A135217	
215-KUBOTA L46000	60160	
220 - KUBOTA L3940	50377	
224-2018 KUBOTA MX5200HST	65617	
225-2020 KUBOTA MX5200HST	66776	
226-2022 KUBOTA MX6000HST	KBUL3CHRJM8K18705	
227-USED JOHN DEERE 1200A	1TC1200AJKT250544	
228-KUBOTA MX6000HST	KBUL3CHRAP8L25925	
229-KUBOTA MX6000HST	KBUL3CHRAP8K25744	
		TRACTORS
306-2020 KUBOTA KX 71	23972	

309-2022 KUBOTA KX033-4R1	KBCZZ48CTN3B17598	
*LEASED	KBCDZ47CHN3C10915	
311-2023 KUBOTA KX71-3S4R1	KBCCZ35CKN3K25959	
312-2023 KUBOTA U48-5R3A	KBCDZ47CTPB11387	
313-2023 KUBOTA KX033-4R1	KBCCZ48CCP3D19889	
314-2024 KUBOTA KX033-4R1	KBCCZ48CCP3M21092	
315-2024 KUBOTA KX033-4R1	KBCCZ48CLR3A21289	
		MINI-EX
401-2014 KUBOTA SVL 75-2	23551	
402-2014 KUBOTA SVL 75-2	25336	
403-2015 KUBOTA SVL 75-2	22469	
408-2018 KUBOTA SKID STEER SVL 75	36761	
409- 2021 KUBOTA SKID STEER SLV-75-2HW	51918	
411-2024 KUBOTA SVL75-3HW*LEASED	KBCZ053CPP1J17082	
		SKID STEERS
450-2022 MECALAC TA3SH	SLBDRDK0EN1SC1005	
451-2022 MECALAC TA3SH	SLBDRDK0EN1SC0973	
452-2023 MECALAC TA3SH	SLBDRDK0EN1SC0916	
453-2023 MECALAC TA3SH	SLBDRDK0EN1SC0984	
		DUMPERS
500- 2011 6' COURT MASTER LASER BOX		
501-MAH SKID LOADER FORKS		
502-LAND PRIDE PALLET FORKS	814819	
503-LAND PRIDE PALLET FORKS	899863	
504- 2011 TILLER WOODS TC60	1173841	
505- 2013 LAND PRIDE 8' BOX BLADE	967035	
506-2012 LAND PRIDE 8' BOX BLADE	966978	
507-2013 LAND PRIDE 8' BOX BLADE	766599	
508-BURNEY BLADE (YELLOW)		
509-LAND PRIDE GILL SP3084		

510- 2011 GILL OBL ROLLER (YELLOW)	
511-BURNEY BLADE BLK	
512-LAND PRIDE GILL	
513-BOX BLADE COUNTY LINE	1001311273
514-KNUCKLE BUCKET AMULET	23734
515-KNUCKLE BUCKET AMULET	23978
516-PALLET FORKS	
517- 2019 90"TILLER	HCC500803
519-2019 SOD UNROLLER	SE5027960
521-2019 BARBER SURF RAKE	6407
523-2021 LAN 74" ROTARY TILLER	1716456
BUCKET	K7473A
526-AUGER	1102415K
527-LAN PALLET FORKS	1107374K
528-36"GRADING BUCKET	KWG K7473A
529-48" SOD ROLLER	
530-SKID STEER SOD ROLLER	
531-LAN 74" ROTARY TILLER	2167180
533-48" LAND PRIDE PALLETS FORKS	1138560K
FORKS	1162742K
535-36" TILT GRADING BUCKET	K7473
536-LANDPRIDE BOX BLADE	2082655
537-LANDPRIDE BREAKERR	1110119K
602-2015 KUBOTA RTV 900	A7592
603-2015 CLUB CAR 4X4 SE	SY1241322903
605-2012 EZ GO ST350	2618994
606-2012 CLUB CAR CARRYALL 232	XL1240-319719
609-2012 EZ GO ST400	2652155
610-2014 TORO WORKMAN MDX 7273	310000243
611-2015 CLUBCAR CARRYALL	RG1309348649

ATTACHMENTS

612-2016 TORO WORKMAN 33000	280000116
613-2016 TORO WORKMAN HDX-D	312000103
614-TORO WORKMAN HDX	313000161
616-2019 KUBOTA RTV 900	27741
619-2020 KUBOTA RTV	A5KD2GDBPLG036194
620-TORO WORKMAN HDX	313000377
621-TORO WORKMAN MDX	314000117
622- 2021 KUBOTA RTV-X1140RL-A	40188
624- 2022 TORO WORKMAN HD-X	316000110
625-2022 KUBOTA RTV-X1140WL-H	A5KD2GDBCNG050158
626-2023 KUBOTA RTV-X1140WL-H	A5KD2GDBCPG066340
627-TORO WORKMAN HDXD07385	401406010
628-KUBOTA RTV-X1140W-H	A5KD2GDBCRG069953
701-NORTH STAR AIR COMPRESSOR	1164700
703-STHIL EDGER	281117232
704-STHIL WEEDEATER	285285424
705-2013 RYAN TEXTRAN SOD CUTTER	75514508
706-2012 PLATE TAMP WP1550AW	6694632
707-2013 PLATE TAMP WP1550 AW	
708-2013 PLATE TAMP WP1550AW	
709-2014 PLATE TAMP ATLAS LF75	BGF047457
710- 2015 JUMPING JACK	BGF086293
712-POWERHORSE PRESSURE WASHER	
COMPRESSOR	10154442
COMPRESSOR	12151839
715-POWERHORSEAIR COMP	4130950
716-STHIL BLOWER	500936126
717-POWERHORSE AIR COMP	
718-NORTHSTAR 2" WATER PUMP	1161787
719-STIHL BACK PACK BLOWER	506011710
720-2015 PLATE TAMPER	
721-2014 ATLAS JUMPING JACK	BGF053953
722-POWERHORSE GENERATOR	10921838383/10110107

RTV/CARTS

723-STIHL BLOWER	278631704
724-STIHL BLOWER	500846390
725-NORTHSTAR 3" WATER PUMP	5127000
726-STIHL CHOP SAW	
728-2011 RYAN TEXTRON SOD CUTTER	
729-2013 CLASSEN SOD CUTTER	OO3471
730-2013 WACKER SB 60-4S	5800462
731-NORTHSTAR 2" WATER PUMP	O843464
732-2015 ATLAS JUMPING JACK	BGF086294
733-2016 WACKER PLATE TAMPER	30105479
COMPRESSOR	1142195
736-STIHL CHAINSAW	
737-STIHL CHAINSAW	502652437
738-MIG170 WELDER	68885
740-STIHL EDGER	504036028
741-STIHL BLOWER	509331322
742-2012 ATLAS JUMPING JACK	BGF0010717
744 FLAG STAFF 4000	1611205540
750-RYAN SOD CUTTER	
752-STIHL WEED EDGER	512593469
753-PLATE COMPACTOR ATLAS COPCO	BGF047458
754-AIR COMPRESSOR	
758-STIHL BLOWER	515203798
778-STIHL CHAINSAW	514016572
780-2018 STIHL CHAINSAW	513633018
781-2018 ECHO TILLER	E14712056704
782-VACMASTER 14 GALLON SHOPVAC	
788-RYAN JR SOD CUTTER	54495403124
789-2018 JUMPING JACK	24304945
790-POWERHORSE 3" WATER PUMP	AC3HG0650KP

791-STIHL SAW	SN - 519980883	
792-2019 RYAN SOD CUTTER 18IN	S/N 54495406555	
793-2020 BRIGGS AND STRATTON PUSH MOWER		
794-2020 ECHO TRIMMER		
795-2020 CMXX 2" PUMP	S/N 1865H1218395A	
796-2020 ANDERSONS DROP SPREADER 36"	ANASP80081	
797-2020 WACKER NEUSON POWERED BY SUBARU		
799-BILLY GOAT SOD CUTTER	SC180H	
		MISC.
801-2015 LASER RL-SV25	RB 3376	
802-RL-H4C LASER	RA6660	
805-2015 FUTURA LASER	2077	
806 - RLH4C	VS6684	
807 - RL-SV2S-RB	QZ8403	
808-FUTURA LASER RECEIVER		
809-2020 TOPCON		
810-2021 TOPCON RL-SV2S		
811-2021 TOPCON RL-SV2S	KJ000526	
812-FUTURA MCR2+ (2 CASES)		
813-JOHNSON LASER	9443298	
814-2023 TOPCON FC-6000	2175793132	
815-RL-HV2S DUAL SLOPING LASER/LS-100D,RB	1AD010691	
		LASERS/GPS
900-ARC STICK WELDER		
901-STIHL BACKPACK BLOWER	511607061	
903-2020 WAREHOUSE HOIST		
904-STIHL BLOWER	500533289	
905-6" DIESEL WATER PUMP	1179266	
906-2020 POWERHORSE 3" SEMI-TRASH PUMP	4200080	
908-2021 STIHL EDGER	525162264	

911- 2021 STIHL CHOP SAW	189153076
912 - ECHO CUT-OFF SAW	C72715007744
913 - 2021 RYAN SOD CUTTER	54495406405
914-2021 GENERAC 8000 WATT GENERATOR	
915- RYAN SOD CUTTER 18"	54495409137
916-STIHL CHOP SAW	190265232
917-8 GAL GAS AIR COMPRESSOR	20278196
918-4 STROKE RAMMER	11157172
920-STIHL BLOWER	528823392
921-HONDA WATER PUMP	GCCHT-1170672
922-CHAMPION 8000 WATT GENERATOR	21AUG2111198
923- BS60-4AS Rammer Wacker	11426013
924-BILLY GOAT 18" SOD CUTTER	12516368
925-SOD CUTTER	
926-POWERHORSE PRESSURE WASHER	
927 - GENMAX PORTABLE GENERATOR	2210206760
928 - STIHL CHOP SAW	194194348
929 - PLATE TAMP	
931 - WACKER NEUSON JUMPING JACK	11821069
932-STIHL CHOP SAW	194350582
933-STIHL BLOWER	503038771
934-FIRMAN GENERATOR	440211051515
935-POWERHORSE 3" PUMP	11230023
936-STIHL 14IN QUICK SAW	194299596
937-RYAN SOD CUTTER 18IN	544954C10636
938-FIRMAN GENERATOR	SF460231050255
939-AIR COMPRESSOR	20316417
940-18IN BILLY GOAT SOD CUTTER	72119437

MISC. CONT.

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

ITEM	MANUFACTURER OR SUPPLIER
Tractors	Kubota, John Deere
Excavators	Kubota
Dumpers	Mecalac
Skid Steers	Kubota
Dump Trailers	Pronovost, Taylor
Trailers	BigTex
Other pieces of equipment are rented from Herc, Bane, and Dendy if needed.	
Better Billy Bunker Polymer	Sports Surface Supply
Sand	Texas Sports Sands

BIDDER

Executed this: 18 Day of : February 20.25

By: Robert Fleetwood Robert Fleetwood of Fleetwood Services, LLC

BIDDER

Title: Owner

NOTARY PUBLIC

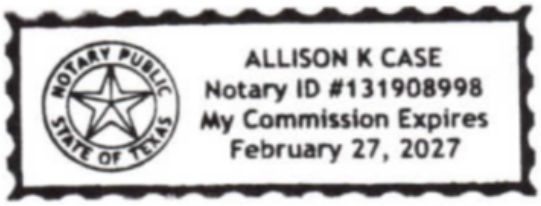
State of Texas

County of: Dallas

Subscribed and sworn to before me this: 18 day of February, 2025

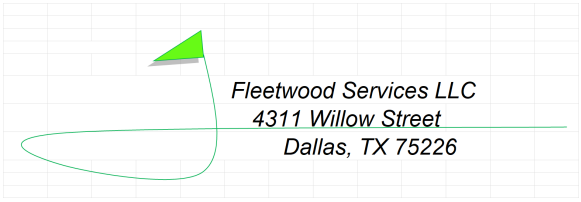
Allison Case

NOTARY PUBLIC



END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM



2/12/2025

City of Edinburg
415 W University Dr, Edinburg, TX 78539

Dear *Mr. De La Cruz,*

The undersigned party certifies that *Fleetwood Services* 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.

Robert Fleetwood
Printed name

Robert Fleetwood
Signature

Owner
Position in bidding company

2/12/2025
Date

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Fleetwood Services, LLC
(Full, correct legal name)

- Address: 4311 Willow Street
  Dallas, TX 75226
- Telephone/Fax: 972-707-8314
- Email address: robert@fleetwoodservices.net

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
   Yes____ No✓

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

4. Where is the Company's corporate headquarters located? 4311 Willow St, Dallas, TX 75226

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No✓

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

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No✓

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

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

   Name: Robert Fleetwood
   Address: 4311 Willow St, Dallas, TX 75226
   Telephone: 972-707-8314
   Fax: _____
   Email: robert@fleetwoodservices.net

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (✓).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

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

HOUSE BILL 89 VERIFICATION

I, Robert Fleetwood, the undersigned representative of Fleetwood Services, 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.

Robert Fleetwood

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert Fleetwood, Owner

TYPE/PRINT NAME AND TITLE:

2/11/2025

DATE:

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.

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Dallas

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

Robert Fleetwood, who
[Affiant]

being by me duly sworn on his oath stated that he is Owner, of
[Title]

Fleetwood Services, 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.

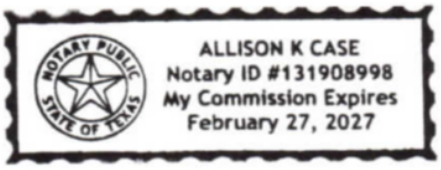
Robert Fleetwood
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 2/12/2025.
[Date]

AKCase
Notary Public in and for the State of TEXAS

Allison Case
[Print or type Notary Public name]

[Notary Seal]



My Commission Expires: 2/27/2027
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

Corporate Name: Fleetwood Services, LLC
State of Incorporation: Texas
Mailing Address: 4311 Willow St, Dallas, TX 75226

- 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.*

Robert Fleetwood, Owner
[Typed Name and Title of Authorized Representative]

Robert Fleetwood
[Signature of Authorized Representative]

2/12/2025
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Fleetwood Services, LLC
[Typed Name of Company:]

Robert Fleetwood, Owner
[Typed Name & Title of Authorized Representative]

Robert Fleetwood
[Signature of Authorized Representative]

2/12/2025
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SENATE BILL 13 VERIFICATION

I, Robert Fleetwood, the undersigned representative of

Fleetwood Services, 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.

Robert Fleetwood

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert Fleetwood, Owner

TYPE/PRINT NAME AND TITLE:

2/11/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Robert Fleetwood, the undersigned representative of

Fleetwood Services, 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.*

Robert Fleetwood

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert Fleetwood, Owner

TYPE/PRINT NAME AND TITLE:

2/11/2025

DATE:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/07/2025

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 Alliance Insurance Group of Texas, LLC 3838 Oak Lawn Ave., Suite 1000 Dallas TX 75219	**CONTACT NAME:** Eric Eustace **PHONE (A/C, No, Ext):** (972) 452-6631 **FAX (A/C, No):** **E-MAIL ADDRESS:** eric@alliance-insgrp.com
INSURED Fleetwood Services, LLC 4311 Willow Street Dallas TX 75226	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Scottsdale Insurance Company — 41297 **INSURER B :** Foremost County Mutual Insurance Company — 29254 **INSURER C :** Texas Mutual Insurance Company — 22945 **INSURER D :** Kinsale Insurance Company — 38920 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			RBS0259888	5/19/2024	5/19/2025	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 $
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			M00 0067886 00	3/16/2024	3/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS1226886	5/19/2024	5/19/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**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		0002107966	3/16/2024	3/16/2025	[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	Equipment Coverage			0100301683-0	5/25/2024	3/16/2025	Scheduled Equipment Leased/Rented Equip	$2,139,897 $250,000

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

The General Liability policy includes an endorsement with Primary and Noncontributory wording when required by written contract.

The General Liability policy includes a notice of cancellation to certificate holders providing for 30 days' advance notice.
The auto policy and general liability policy includes a blanket additional insured endorsement when required by written contract.

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Eric Eustace

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Alliance Insurance Group of Texas, LLC		Fleetwood Services, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The general liability, auto, and workers compensation policies include a blanket waiver of subrogation endorsement when required by written contract

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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: 2/11/2025

Company/Vendor Name: Fleetwood Services, LLC

Printed Name and Title: Robert Fleetwood, Owner

Authorized Signatory: Robert Fleetwood

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Fleetwood Services, LLC
(Full, correct legal name)

- Address: 4311 Willow Street
  Dallas, TX 75226
- Telephone/Fax: 972-707-8314
- Email address: robert@fleetwoodservices.net

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
   Yes____ No✓

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

4. Where is the Company's corporate headquarters located? 4311 Willow St, Dallas, TX 75226

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No✓

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

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No✓

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

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

   Name: Robert Fleetwood
   Address: 4311 Willow St, Dallas, TX 75226
   Telephone: 972-707-8314
   Fax: _____
   Email: robert@fleetwoodservices.net

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (✓).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF DALLAS

Robert Fleetwood, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Fleetwood Services, 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 Robert Fleetwood

Title Owner

Subscribed and sworn to me this 11 day of February 2025.

By: AKCase

Notary Public

ALLISON K CASE
Notary ID #131908998
My Commission Expires
February 27, 2027

My commission expires 2/27/2027

HOUSE BILL 89 VERIFICATION

I, Robert Fleetwood, the undersigned representative of Fleetwood Services, 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.

Robert Fleetwood

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert Fleetwood, Owner

TYPE/PRINT NAME AND TITLE:

2/11/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Robert Fleetwood, the undersigned representative of

Fleetwood Services, 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.

Robert Fleetwood

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert Fleetwood, Owner

TYPE/PRINT NAME AND TITLE:

2/11/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Robert Fleetwood, the undersigned representative of

Fleetwood Services, 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.*

Robert Fleetwood

SIGNATURE OF COMPANY REPRESENTATIVE:

Robert Fleetwood, Owner

TYPE/PRINT NAME AND TITLE:

2/11/2025

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.**

Fleetwood Services, 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.**

N/A

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

7 Pam Fleetwood

Signature of vendor doing business with the governmental entity

2/7/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

Reference For: Los Lagos GC Bunker Renovation

Reference Company Name: Fleetwood Services, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: Brent Doolittle

Printed Name: BRENT DOOLITTLE

Date: 2-12-2025

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

Reference For: Los Lagos GC Bunker Renovation

Reference Company Name: Fleetwood Services, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes X No___
3. Provided completed warranty documents and performed warranty items timely: Yes__ No____
   NA STILL UNDER WARRANTY, BUT SCHEDULED
4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: _____

Printed Name: DOUG MELCHIOR

Date: FEB. 12, 2025

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

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

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Fleetwood Services, LLC Address *(principal place of business)*: 4311 Willow Street Dallas, TX 75226	Name: Capitol Indemnity Corporation Address *(principal place of business)*: 2121 N. California Blvd., Suite 300 Walnut Creek, CA 94596
Owner	**Bid**
Name: City of Edinburg, TX Address *(principal place of business)*: 415 W. University Drive Edinburg, TX 78541	Project *(name and location)*: 2025-9 Los Lagos Golf Course Bunker Renovation 1720 S Raul Longoria, Edinburg, TX 78542 Bid Due Date: 2/25/2025

Bond #CIC1958412

Penal Sum: Five percent (5%) of the contract bid

Date of Bond: 2/13/2025

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Fleetwood Services, LLC *(Full formal name of Bidder)*	Capitol Indemnity Corporation *(Full formal name of Surety) (corporate seal)*
By: Robert Fleet *(Signature)*	By: Amelia McShane *(Signature) (Attach Power of Attorney)*
Name: Robert Fleet *(Printed or typed)*	Name: Amelia McShane *(Printed or typed)*
Title: Owner	Title: Attorney-In-Fact
Attest: [signature] *(Signature)*	Attest: [signature] *(Signature)*
Name: Robert Fleet Allison Case *(Printed or typed)*	Name: Brian Nelson *(Printed or typed)*
Title: Business Operations Manager	Title: Attorney-In-Fact

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

END OF SECTION

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1958412
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- AMELIA MCSHANE; BRIAN NELSON----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED,** that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13 day of February 20 25

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Fleetwood Services, LLC		
Corporate Office			
Name:	Robert Fleetwood	Phone number:	972-707-8314
Title:	Owner	Email address:	robert@fleetwoodservices.net
Business address of corporate office: Type text here	4311 Willow St, Dallas, TX 75226		
Local Office			
Name:	Robert Fleetwood	Phone number:	972-707-8314
Title:	Owner	Email address:	robert@fleetwoodservices.net
Business address of local office:	4311 Willow St, Dallas, TX 75226		

Bunker

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:	7/13/2010	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

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

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

Name:	Robert Fleetwood	Title:	Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:	Pam Fleetwood	Title:	Owner
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

Pine Dunes Golf Course

2.01 Provide information regarding licensure for Business, if applicable:

Type text here

Name of License:	N/A In the State of Texas		
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	NCTRCA	11/9/22 - Present
☐ 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	Texas Comptroller of Public Accounts	5/23/22 - Present
☐ Other		
☐ None		

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Robert Fleetwood

Safety Certifications *Our safety programs are run in house

Certification Name	Issuing Agency	Expiration

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Fleetwood Services, LLC									
*Please see attached	NCCI	Report							

ARTICLE 5—FINANCIAL

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

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Alpha Surety
Surety is a corporation organized and existing under the laws of the state of:	Arkansas
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):	650 SHACKLEFORD RD, STE 325, LITTE ROCK, AR 72211

Physical Address (principal place of business):	650 SHACKLEFORD RD, STE 325, LITTE ROCK, AR 72211		
Phone (main):	800-901-3099	Phone (claims):	800-901-3099

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)	
Scottsdale Insurance Company	Commerical General Liab and Umbralla Liab	
Foremost County Mutual Insurance Company	Automobile Liability	
Texas Mutual Insurance Company	Workers Comp	
Kinsale Insurance Company	Equipment Coverage	
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):	Alliance Insurance Group of Texas, LLC	
	3838 Oak Lawn Ave Ste 1000	
	Dallas, TX 75219	
Physical Address (principal place of business):	Same	
Phone (main): 972-452-6631	Phone (claims): 972-452-6631	

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:	40
Estimate of revenue for the current year:	$10,000,000
Estimate of revenue for the previous year:	$10,841,000

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

Years of experience with projects like the proposed project: 15 yrs				
As a general contractor:	15 yrs	As a joint venturer:	15 yrs	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

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

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Fleetwood Services, LLC
(typed or printed name of organization)

By: Robert Fleetwood
(individual's signature)

Name: Robert Fleetwood
(typed or printed)

Title: Owner
(typed or printed)

Date: 2/12/2025
(date signed)

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

Attest:
(individual's signature)

Name: Allison Case
(typed or printed)

Title: Operations Manager
(typed or printed)

Address for giving notices:
4311 Willow St, Dallas, TX 75226

Designated Representative:

Name: Robert Fleetwood
(typed or printed)

Title: Owner
(typed or printed)

Address:
4311 Willow St, Dallas, TX 75226

Phone: 972-707-8314

Email: robert@fleetwoodservices.net

Schedule A—Current Projects

Name of Organization	Indian Creek Golf Club				
Project Owner	City of Carrollton		Project Name	Indian Creek Bunker Renovations	
General Description of Project	Bunker Renovations Using Zline Bunker System				
Project Cost	$1,144,750		Date Project	1/6/25 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Wesley Fleetwood	Josue Martinez	Robert Fleetwood	Wesley Fleetwood	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Carrollton - Scott Whitaker	Golf Course Superintendent	Indian Creek Golf Club		scott.whitaker@cityofcarrollton.com
Designer					
Construction Manager	Scott Whitaker	Golf Course Superintendent	Indian Creek Golf Club		scott.whitaker@cityofcarrollton.com

Project Owner	Chickasaw Nation - WinStar		Project Name	WinStar Re-Grassing Improvments	
General Description of Project	Grading and replacing sand/mix/dirt and re-grassing entire course				
Project Cost	$1,208,400		Date Project	3/3/25 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Greg Smith	Samuel Lopez	Robert Fleetwood	Greg Smith	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Chickasaw Nation - Charles Wise	Golf Couse Superintendent	Chickasaw Nation		charles.wise@chickasaw.net
Designer	SilverLeaf - Rob Addington		SilverLeaf Sports Mgmt	214-893-6855	rob@silverleafsm.com
Construction Manager	Chickasaw Nation - Charles Wise	Golf Course Superintendent	Chickasaw Nation		charles.wise@chickasaw.net

Project Owner	City of Garland		Project Name	Firewheel Golf Park - Greens Renovation	
General Description of Project	Renovating greens				
Project Cost	$1,204,500		Date Project	4/2025 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Wesley Fleetwood	Walder Aguirre	Robert Fleetwood	Wesley Fleetwood	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Garland - John Rowe	Golf Course Superintendent	Firewheel Golf Park		jrowe@garlandtx.gov
Designer					
Construction Manager	John Rowe	Golf Course Superintendent	Firewheel Golf Park		jrowe@garlandtx.gov

Schedule B—Previous Experience with Similar Projects

Name of Organization	Sykes/Lady Overland Park Golf Course				
Project Owner	City of Overland Park		Project Name	Sand Bunker Renovation	
General Description of Project	Renovated bunkers using BBB method				
Project Cost	$1,074,580		Date Project	9/2023 - 12/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Greg Smith	Samuel Lopez	Robert Fleetwood	Greg Smith	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Doug Melchior	Manager of Golf & Grounds	City of Overland Park	913- 890-1623	doug.melchior@opkansas.org
Designer	Todd Clark	Golf Course Architect	CE Golf Design	913-233-9279	todd@cegolfdesign.com
Construction Manager	Doug Melchior	Manager of Golf & Grounds	City of Overland Park	913- 890-1623	doug.melchior@opkansas.org

Project Owner	Shady Oaks Country Club		Project Name	Bunker Renovations	
General Description of Project	Renovated sand bunkers using BBB Method				
Project Cost	$265,212		Date Project	4/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Robert Fleetwood	Josue Martinez	Robert Fleetwood	Josue Martinez	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Brent Doolittle	Golf Course Superintendent	Shady Oaks Country Club	817-732-3333	bdoolittle@shadyoaksclub.com
Designer					
Construction Manager	Brent Doolittle	Golf Course Superintendent	Shady Oaks Country Club	817-732-3333	bdoolittle@shadyoaksclub.com

Project Owner	Innovative Clubs		Project Name	Rose Creek Golf Club - Bunker Renovations	
General Description of Project	Bunker renovations using the BBB method				
Project Cost	$718,412		Date Project	3/2022 - 6/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Robert Fleetwood	Walder Aguirre	Robert Fleetwood	Walder Aguirre	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Alex Hammill	Owner	Innovative Clubs	724-780-5160	ahammill@innovativeclubs.com
Designer					
Construction Manager	Alex Hammill	Owner	Innovative Clubs	724-780-5160	ahammill@innovativeclubs.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Pine Dunes Golf Course			
Project Owner	Lutz Golf Course, LP	Project Name	Bunker Renovations	
General Description of Project	Renovated bunkers using BBB method			
Project Cost	$348,457	Date Project	1/2022 - 4/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Robert Fleetwood	Josue Martinez	Robert Fleetwood	Josue Martinez

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Chris Edmonson	Golf Course Manager	Pine Dunes Golf Course	903-876-4336	chrised@pinedunes.com
Designer					
Construction Manager	Chris Edmonson	Golf Course Manager	Pine Dunes Golf Course	903-876-4336	chrised@pinedunes.com

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

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual	Robert Fleetwood		
Years of experience as project manager		25+ years	
Years of experience with this organization		15 years	
Number of similar projects as project manager		100 +	
Number of similar projects in other positions		350+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Indian Creek Golf Course		20%	8/2025
WinStar		30%	8/2025
Firewheel Golf Park		20%	8/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Doug Melchior	Name	Brent Doolitte
Title/Position	Manger of Golf & Grounds	Title/Position	Golf Course Superintendent
Organization	City of Overland Park	Organization	Shady Oaks CC
Telephone	913- 890-1623	Telephone	817-732-3333
Email	doug.melchior@opkansas.org	Email	bdoolittle@shadyoaksclub.com
Project	Sykes/Lady Overland Park Golf Course	Project	Shady Oaks Bunker Renovation
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Walder Aguirre	
Years of experience as project superintendent		14 years	
Years of experience with this organization		14 years	
Number of similar projects as project superintendent		50+	
Number of similar projects in other positions		50+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Hodges 9 Hole GC		50%	4/2025
Indian Creek Golf Course		20%	8/20/25
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Alex Hammill	Name	Brandon Towns
Title/Position	Owner	Title/Position	General Manager/COO
Organization	Innovative Clubs	Organization	Georgetown Country Club
Telephone	724-780-5160	Telephone	512-930-4577
Email	ahammill@innovativeclubs.com	Email	gm@georgetowncountryclub.com
Project	Rose Creek Bunker Renovations	Project	Greens Renovation Project
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Safety Manager			
Name of individual		Robert Fleetwood *Please see Project Manager Info	
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		Walder Aguirre *Please see Project Superintendent Info	
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	

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: FLEETWOOD SERVICES LLC **Risk ID:** 421658145

Rating Effective Date: 03/16/2025 **Production Date:** 01/08/2025 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	Split Point
TX	.13	25,000	46,227	21,227	0	31,280	0	0	16,500

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.13		25,000	46,227	21,227	0	31,280	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	0	53,030	0	53,030
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	21,227	53,030	3,250	77,507

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.68

REVISED RATING
NCCI'S EXPERIENCE RATING WORKSHEET SUMMARY PAGE NOW INCLUDES A COLUMN FOR
THE STATE'S APPROVED PRIMARY/EXCESS LOSS SPLIT POINT,
APPLICABLE TO THE RATING EFFECTIVE DATE.
REVISED RATING TO INCLUDE UPDATED DATA FOR: TX, POL. #: A9WC430434, EFF.: 06/02/2023

Carrier: 29939-000 **Policy:** 0002107966 **Eff-Date:** 03-16-2024 **Exp-Date:** 03-16-2025

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: FLEETWOOD SERVICES LLC **Risk ID:** 421658145

Rating Effective Date: 03/16/2025 **Production Date:** 01/08/2025 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** FLEETWOOD SERVICES LLC

Carrier: 39071 **Policy No.** TWC3960600 **Eff Date:** 04/29/2021 **Exp Date:** 05/14/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	.93	.46	33,046	307	141					
6219	.70	.33	2,558	18	6					
8810	.02	.49	2,558	1	0					
Policy Total:			**38,162**	**Subject Premium:**	**1,011**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** FLEETWOOD SERVICES LLC

Carrier: 19054 **Policy No.** A9WC261047 **Eff Date:** 06/02/2021 **Exp Date:** 06/02/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	.93	.46	1,260,820	11,726	5,394					
0042	.93	.46	129,510	1,204	554					
8810	.02	.49	126,156	25	12					
8810	.02	.49	12,959	3	1					
Policy Total:			**1,529,445**	**Subject Premium:**	**36,941**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** FLEETWOOD SERVICES LLC

Carrier: 19054 **Policy No.** A9WC315514 **Eff Date:** 06/02/2022 **Exp Date:** 06/02/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	.93	.46	1,856,090	17,262	7,941					
8810	.02	.49	163,312	33	16					
Policy Total:			**2,019,402**	**Subject Premium:**	**40,375**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** FLEETWOOD SERVICES LLC

Carrier: 19054 **Policy No.** A9WC430434 **Eff Date:** 06/02/2023 **Exp Date:** 03/16/2024

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	.93	.46	1,647,399	15,321	7,048					
5183	.55	.38	1,770	10	4					
6219	.70	.33	41,039	287	95					
8810	.02	.49	149,576	30	15					
Policy Total:			**1,839,784**	**Subject Premium:**	**34,828**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2,000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

Disadvantaged Business Enterprise (DBE)
FLEETWOOD SERVICES, LLC

FLEETWOOD SERVICES, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 237990: GOLF COURSE CONSTRUCTION
NAICS 237990: OUTDOOR RECREATION FACILITY CONSTRUCTION
NAICS 237990: PARK AND RECREATIONAL OPEN SPACE IMPROVEMENT CONSTRUCTION
NAICS 237990: SPORTS FIELD CONSTRUCTION

This Certification commences November 5, 2024 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: November 5, 2024
CERTIFICATION NO. WFDB28382Y1125

Texas Unified Certification Program
TUCP

Angela Alexander

Certification Administrator

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1273054901600**
Approval Date: **May 23, 2022**
Scheduled Expiration Date: **May 23, 2026**

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

FLEETWOOD SERVICES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **May 23, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

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

pine D Pines Golf Course Co

Certified Installer

of

Better Billy Bunker Method™

Durable · Linerless · Guaranteed

THIS IS TO CERTIFY THAT

Fleetwood Services

Has successfully completed the Certified training course on installing The Better Billy Bunker Method

January 15, 2013

Jerry Lemons
Instructor

Todd Jenkins
Instructor

Robert Fleetwood

Owner/VP Of Operations

Contact

Address
Dallas, TX, 75226

Phone
(469) 865-4721

E-mail
robert@fleetwoodservices.net

Skills

- Strategic planning and execution — Excellent
- Process improvements — Excellent
- Profitability and revenue generation — Very Good
- Purchasing and planning — Very Good
- Relationship building and retention — Excellent
- Effective leader — Excellent

Determined and responsible Owner/Vice President with more than 35 years of success boosting efficiency and streamlining procedures for Golf Course Construction groups. Focused on smoothly overseeing financial, personnel and operational facets. Effectively balance targets with resources and optimize long-term success.

Work History

2010-07 - Current

Owner/VP of Operations

Fleetwood Services, LLC, Dallas, Texas

- Strategically coordinat operations according to objectives and capabilities, effectively allocating resources to meet demands
- Identifiy and solve issues with production, workforce and material sourcing to drive business objectives.
- Apply excellent problem-solving, process development and strategic implementation skills to lead and support all areas of operations.
- Attend trade shows and client meetings, promoting company brand and building rapport with prospects and partners.

Education

Eastfield Community College, Mesquite, TX

General Studies

Certifications

Certified Installer, Better Billy Bunker

Certified Installer, Bunker Solutions

Charter Member, GCBAA - 2016 to Present

Walder Aguirre

Senior Project Manager

Professional Project Management Specialist with experience working with teams to accomplish short- and long-term project goals. Managed budgets and monitored project costs.

Contact

Address
Dallas TX

Phone
469-910-9045

E-mail
walder@fleetwoodservices.net

Skills

Cost Control

Project Scheduling

Organization and Time Management

Multitasking Abilities

Teamwork and Collaboration

Planning and Coordination

Critical Thinking

Attention to Detail

Languages

English

Spanish

Work History

2011-07 - Current

Senior Project Manager

Fleetwood Services LLC, Dallas, Texas

.

- Partnered with project team members to identify and quickly address problems.
- Communicated project plans and progress to key stakeholders and project contributors.
- Maintained schedules to meet key milestones at every project phase.
- Directed changes to project scope and cost and implemented appropriate change management processes to keep project on track.
- Monitored project progress, identified risks and implemented corrective measures to acquire success.
- Developed and maintained project budgets to control costs and meet organizational and project goals.

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of February, 2025.

Robert Fleetwood, Fleetwood Services LLC
Name of Bidder

Robert Fleetwood
Signature of Bidder

Owner
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Please see the following attached Fleetwood Services equipment list. All items are owned unless *Leased is denoted. Leased equipment is leased from Kubota Leasing		Kubota Leasing 888-465-8268

SCHEDULE 1

ASSETS

EFFECTIVE: _2/7_____, 20_25__.

Description	VIN/Serial No.
103-2015 20FT FLATBED	16VPX2022F2024454
104-2016 14FT FLATBED TRAILER	16VNX1425G2051385
105-2013 ENCLOSED CARGO	1WF200G24D2030385
106-2015 ENCLOSED CARGO 7X15	FCO39504
107-2010 12FT HOMEMADE SINGLE AXLE	
108-2006 ENCLOSED CARGO-073 029H	6G010493
109-2006 ENCLOSED CARGO-356 459H	6Y054749
113-BARREL SPRAY TRAILER	170940H
114-ENCLOSED TRAILER	7JKBE1623NH006036
115-BIGTEX TRAILER 34FT	16V3F3823P6249553
116-BIGTEX TRAILER 20FT	16V1W2421P2281433
117-BIGTEX TRAILER 20FT	16V1W2426P2281427
	TRAILERS
150- 2011 PROVONOST P-510/35	10434
151- 2011 PRONOVOST P510/35	10597
152- 2012 TAYLOR DUMP 4000-5T-63X99-Y	900204559
153- 2014 TAYLOR DUMP 4000-5T-63-99	1001495381
154 - TAYLOR MADE DUMP TRAILER	900220570
155-2013 TAYLOR DUMP 4000-5T-63X99-B	159353

157- 2013 PRONOVOST P-510/35	10400	
158-TAYLOR DUMP 4000-5T-63X 99-0	1001495382	
159-TAYLOR DUMP 4000-5T 63X99-0	1001503511	
160-DAKOTA 550		
161-2019 TAYLOR DUMP 4000	900221186	
162 - 2020 TAYLOR DUMP 4000-5T-63X99-Y	1001732751	
163-2022 TAYLOR DUMP 4000-5T-63	900242743	
164-2022 TAYLOR DUMP 4000-5T-63	900242568	
165-TAYLOR DUMP 4000-5T-63X99-O	900247071	
		DUMP TRAILERS
202-2011 KUBOTA L 4400	88310	
203-2011 KUBOTA M5640SU	50657	
205-2014 KUBOTA L4701	50974	
207- 2011 KUBOTA L4400	88410	
208- 2011 KUBOTA L4600	60088	
209 - JOHN DEERE 1200A	220094	
210- 2011 JOHN DEERE 5210	LV52105420784	
211- 2010 JOHN DEERE 1200A	LBT180243	
212 - JOHN DEERE 1200A	165479	
213-2014 JOHN DEERE 1200A	LCT 190577	
214-2014 JOHN DEERE 1200A	01200A135217	
215-KUBOTA L46000	60160	
220 - KUBOTA L3940	50377	
224-2018 KUBOTA MX5200HST	65617	
225-2020 KUBOTA MX5200HST	66776	
226-2022 KUBOTA MX6000HST	KBUL3CHRJM8K18705	
227-USED JOHN DEERE 1200A	1TC1200AJKT250544	
228-KUBOTA MX6000HST	KBUL3CHRAP8L25925	
229-KUBOTA MX6000HST	KBUL3CHRAP8K25744	
		TRACTORS
306-2020 KUBOTA KX 71	23972	

309-2022 KUBOTA KX033-4R1	KBCZZ48CTN3B17598	
*LEASED	KBCDZ47CHN3C10915	
311-2023 KUBOTA KX71-3S4R1	KBCCZ35CKN3K25959	
312-2023 KUBOTA U48-5R3A	KBCDZ47CTPB11387	
313-2023 KUBOTA KX033-4R1	KBCCZ48CCP3D19889	
314-2024 KUBOTA KX033-4R1	KBCCZ48CCP3M21092	
315-2024 KUBOTA KX033-4R1	KBCCZ48CLR3A21289	
		MINI-EX
401-2014 KUBOTA SVL 75-2	23551	
402-2014 KUBOTA SVL 75-2	25336	
403-2015 KUBOTA SVL 75-2	22469	
408-2018 KUBOTA SKID STEER SVL 75	36761	
409- 2021 KUBOTA SKID STEER SLV-75-2HW	51918	
411-2024 KUBOTA SVL75-3HW*LEASED	KBCZ053CPP1J17082	
		SKID STEERS
450-2022 MECALAC TA3SH	SLBDRDK0EN1SC1005	
451-2022 MECALAC TA3SH	SLBDRDK0EN1SC0973	
452-2023 MECALAC TA3SH	SLBDRDK0EN1SC0916	
453-2023 MECALAC TA3SH	SLBDRDK0EN1SC0984	
		DUMPERS
500- 2011 6' COURT MASTER LASER BOX		
501-MAH SKID LOADER FORKS		
502-LAND PRIDE PALLET FORKS	814819	
503-LAND PRIDE PALLET FORKS	899863	
504- 2011 TILLER WOODS TC60	1173841	
505- 2013 LAND PRIDE 8' BOX BLADE	967035	
506-2012 LAND PRIDE 8' BOX BLADE	966978	
507-2013 LAND PRIDE 8' BOX BLADE	766599	
508-BURNEY BLADE (YELLOW)		
509-LAND PRIDE GILL SP3084		

510- 2011 GILL OBL ROLLER (YELLOW)	
511-BURNEY BLADE BLK	
512-LAND PRIDE GILL	
513-BOX BLADE COUNTY LINE	1001311273
514-KNUCKLE BUCKET AMULET	23734
515-KNUCKLE BUCKET AMULET	23978
516-PALLET FORKS	
517- 2019 90"TILLER	HCC500803
519-2019 SOD UNROLLER	SE5027960
521-2019 BARBER SURF RAKE	6407
523-2021 LAN 74" ROTARY TILLER	1716456
BUCKET	K7473A
526-AUGER	1102415K
527-LAN PALLET FORKS	1107374K
528-36"GRADING BUCKET	KWG K7473A
529-48" SOD ROLLER	
530-SKID STEER SOD ROLLER	
531-LAN 74" ROTARY TILLER	2167180
533-48" LAND PRIDE PALLETS FORKS	1138560K
FORKS	1162742K
535-36" TILT GRADING BUCKET	K7473
536-LANDPRIDE BOX BLADE	2082655
537-LANDPRIDE BREAKERR	1110119K
602-2015 KUBOTA RTV 900	A7592
603-2015 CLUB CAR 4X4 SE	SY1241322903
605-2012 EZ GO ST350	2618994
606-2012 CLUB CAR CARRYALL 232	XL1240-319719
609-2012 EZ GO ST400	2652155
610-2014 TORO WORKMAN MDX 7273	310000243
611-2015 CLUBCAR CARRYALL	RG1309348649

ATTACHMENTS

612-2016 TORO WORKMAN 33000	280000116
613-2016 TORO WORKMAN HDX-D	312000103
614-TORO WORKMAN HDX	313000161
616-2019 KUBOTA RTV 900	27741
619-2020 KUBOTA RTV	A5KD2GDBPLG036194
620-TORO WORKMAN HDX	313000377
621-TORO WORKMAN MDX	314000117
622- 2021 KUBOTA RTV-X1140RL-A	40188
624- 2022 TORO WORKMAN HD-X	316000110
625-2022 KUBOTA RTV-X1140WL-H	A5KD2GDBCNG050158
626-2023 KUBOTA RTV-X1140WL-H	A5KD2GDBCPG066340
627-TORO WORKMAN HDXD07385	401406010
628-KUBOTA RTV-X1140W-H	A5KD2GDBCRG069953
701-NORTH STAR AIR COMPRESSOR	1164700
703-STHIL EDGER	281117232
704-STHIL WEEDEATER	285285424
705-2013 RYAN TEXTRAN SOD CUTTER	75514508
706-2012 PLATE TAMP WP1550AW	6694632
707-2013 PLATE TAMP WP1550 AW	
708-2013 PLATE TAMP WP1550AW	
709-2014 PLATE TAMP ATLAS LF75	BGF047457
710- 2015 JUMPING JACK	BGF086293
712-POWERHORSE PRESSURE WASHER	
COMPRESSOR	10154442
COMPRESSOR	12151839
715-POWERHORSEAIR COMP	4130950
716-STHIL BLOWER	500936126
717-POWERHORSE AIR COMP	
718-NORTHSTAR 2" WATER PUMP	1161787
719-STIHL BACK PACK BLOWER	506011710
720-2015 PLATE TAMPER	
721-2014 ATLAS JUMPING JACK	BGF053953
722-POWERHORSE GENERATOR	10921838383/10110107

RTV/CARTS

723-STIHL BLOWER	278631704
724-STIHL BLOWER	500846390
725-NORTHSTAR 3" WATER PUMP	5127000
726-STIHL CHOP SAW	
728-2011 RYAN TEXTRON SOD CUTTER	
729-2013 CLASSEN SOD CUTTER	OO3471
730-2013 WACKER SB 60-4S	5800462
731-NORTHSTAR 2" WATER PUMP	O843464
732-2015 ATLAS JUMPING JACK	BGF086294
733-2016 WACKER PLATE TAMPER	30105479
COMPRESSOR	1142195
736-STIHL CHAINSAW	
737-STIHL CHAINSAW	502652437
738-MIG170 WELDER	68885
740-STIHL EDGER	504036028
741-STIHL BLOWER	509331322
742-2012 ATLAS JUMPING JACK	BGF0010717
744 FLAG STAFF 4000	1611205540
750-RYAN SOD CUTTER	
752-STIHL WEED EDGER	512593469
753-PLATE COMPACTOR ATLAS COPCO	BGF047458
754-AIR COMPRESSOR	
758-STIHL BLOWER	515203798
778-STIHL CHAINSAW	514016572
780-2018 STIHL CHAINSAW	513633018
781-2018 ECHO TILLER	E14712056704
782-VACMASTER 14 GALLON SHOPVAC	
788-RYAN JR SOD CUTTER	54495403124
789-2018 JUMPING JACK	24304945
790-POWERHORSE 3" WATER PUMP	AC3HG0650KP

791-STIHL SAW	SN - 519980883	
792-2019 RYAN SOD CUTTER 18IN	S/N 54495406555	
793-2020 BRIGGS AND STRATTON PUSH MOWER		
794-2020 ECHO TRIMMER		
795-2020 CMXX 2" PUMP	S/N 1865H1218395A	
796-2020 ANDERSONS DROP SPREADER 36"	ANASP80081	
797-2020 WACKER NEUSON POWERED BY SUBARU		
799-BILLY GOAT SOD CUTTER	SC180H	
		MISC.
801-2015 LASER RL-SV25	RB 3376	
802-RL-H4C LASER	RA6660	
805-2015 FUTURA LASER	2077	
806 - RLH4C	VS6684	
807 - RL-SV2S-RB	QZ8403	
808-FUTURA LASER RECEIVER		
809-2020 TOPCON		
810-2021 TOPCON RL-SV2S		
811-2021 TOPCON RL-SV2S	KJ000526	
812-FUTURA MCR2+ (2 CASES)		
813-JOHNSON LASER	9443298	
814-2023 TOPCON FC-6000	2175793132	
815-RL-HV2S DUAL SLOPING LASER/LS-100D,RB	1AD010691	
		LASERS/GPS
900-ARC STICK WELDER		
901-STIHL BACKPACK BLOWER	511607061	
903-2020 WAREHOUSE HOIST		
904-STIHL BLOWER	500533289	
905-6" DIESEL WATER PUMP	1179266	
906-2020 POWERHORSE 3" SEMI-TRASH PUMP	4200080	
908-2021 STIHL EDGER	525162264	

911- 2021 STIHL CHOP SAW	189153076
912 - ECHO CUT-OFF SAW	C72715007744
913 - 2021 RYAN SOD CUTTER	54495406405
914-2021 GENERAC 8000 WATT GENERATOR	
915- RYAN SOD CUTTER 18"	54495409137
916-STIHL CHOP SAW	190265232
917-8 GAL GAS AIR COMPRESSOR	20278196
918-4 STROKE RAMMER	11157172
920-STIHL BLOWER	528823392
921-HONDA WATER PUMP	GCCHT-1170672
922-CHAMPION 8000 WATT GENERATOR	21AUG2111198
923- BS60-4AS Rammer Wacker	11426013
924-BILLY GOAT 18" SOD CUTTER	12516368
925-SOD CUTTER	
926-POWERHORSE PRESSURE WASHER	
927 - GENMAX PORTABLE GENERATOR	2210206760
928 - STIHL CHOP SAW	194194348
929 - PLATE TAMP	
931 - WACKER NEUSON JUMPING JACK	11821069
932-STIHL CHOP SAW	194350582
933-STIHL BLOWER	503038771
934-FIRMAN GENERATOR	440211051515
935-POWERHORSE 3" PUMP	11230023
936-STIHL 14IN QUICK SAW	194299596
937-RYAN SOD CUTTER 18IN	544954C10636
938-FIRMAN GENERATOR	SF460231050255
939-AIR COMPRESSOR	20316417
940-18IN BILLY GOAT SOD CUTTER	72119437

MISC. CONT.

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

ITEM	MANUFACTURER OR SUPPLIER
Tractors	Kubota, John Deere
Excavators	Kubota
Dumpers	Mecalac
Skid Steers	Kubota
Dump Trailers	Pronovost, Taylor
Trailers	BigTex
Other pieces of equipment are rented from Herc, Bane, and Dendy if needed.	
Better Billy Bunker Polymer	Sports Surface Supply
Sand	Texas Sports Sands

BIDDER

Executed this: 18 Day of : February 20.25

By: Robert Fleetwood Robert Fleetwood of Fleetwood Services, LLC

BIDDER

Title: Owner

NOTARY PUBLIC

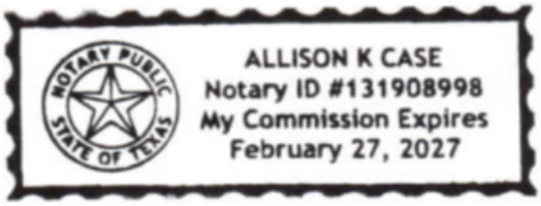
State of Texas

County of: Dallas

Subscribed and sworn to before me this: 18 day of February, 2025

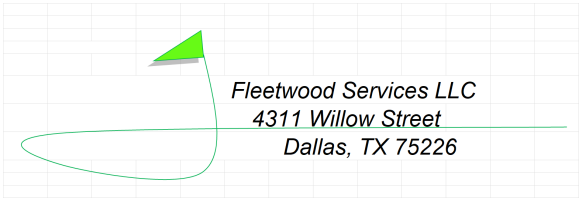
Allison Case

NOTARY PUBLIC



END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM



2/12/2025

City of Edinburg
415 W University Dr, Edinburg, TX 78539

Dear *Mr. De La Cruz,*

The undersigned party certifies that *Fleetwood Services* 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.

Robert Fleetwood
Printed name

Robert Fleetwood
Signature

Owner
Position in bidding company

2/12/2025
Date

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

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

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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

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

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

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

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

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Dallas

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

Robert Fleetwood, who
[Affiant]

being by me duly sworn on his oath stated that he is Owner, of
[Title]

Fleetwood Services, 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.

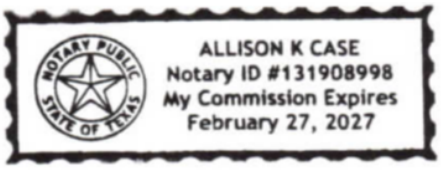
Robert Fleetwood
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 2/12/2025.
[Date]

AK Case
Notary Public in and for the State of TEXAS

Allison Case
[Print or type Notary Public name]

[Notary Seal]



My Commission Expires: 2/27/2027
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

Corporate Name: Fleetwood Services, LLC
State of Incorporation: Texas
Mailing Address: 4311 Willow St, Dallas, TX 75226

- 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.*

Robert Fleetwood, Owner
[Typed Name and Title of Authorized Representative]

Robert Fleetwood
[Signature of Authorized Representative]

2/12/2025
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Fleetwood Services, LLC
[Typed Name of Company:]

Robert Fleetwood, Owner
[Typed Name & Title of Authorized Representative]

Robert Fleetwood
[Signature of Authorized Representative]

2/12/2025
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

[MID-AMERICA GOLF & LANDSCAPE, INC.] RESPONSE DOCUMENT REPORT

ITB No. 2025-9

Los Lagos Golf Course Bunker Renovation

RESPONSE DEADLINE: February 25, 2025 at 3:00 pm

Report Generated: Monday, March 3, 2025

Mid-America Golf & Landscape, Inc. Response

CONTACT INFORMATION

Company:
Mid-America Golf & Landscape, Inc.

Email:
estimating@mid-americagolf.com

Contact:
Kirk Grego

Address:
1621 SE Summit St.
Lee's Summit, MO 64081

Phone:
(816) 524-0010

Website:
www.mid-americagolf.com

Submission Date:
Feb 25, 2025 2:26 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 24, 2025 4:11 PM by Kirk Grego

QUESTIONNAIRE

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

Please do not upload multiple files.

Los_Lagos.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_Proof_of_Coverage_-_exp_3.25.2025.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_SIGNED.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_-_READY.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_-_READY.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_SIGNED.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_-_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_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_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

CIQ-_READY.pdf

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

_B_-_Past_Performance_Evaluation_-_READY.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

Bid_Bond_Signed_-_City_of_Edinburg.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

_D_-_Statement_of_Bidders_Qualifications_COMPLETED.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

_E_-_Certificate_of_Bidders_Experience_&_Qualifications_SIGNED.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

_F_-_Equipment_&_Material_List_-_SECTION_00430_READY.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_-_SIGNED.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- K - Performance Bond.pdf

K_-_Performance_Bond_REVIEWED.pdf

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

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- L - Payment Bond.pdf

L_-_Payment_Bond_REVIEWED.pdf

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

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

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615_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_SIGNED.pdf

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_SIGNED.pdf

PRICE TABLES

BUNKER RENOVATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Los Lagos Golf Course Bunker Renovation - Hole #1	1	Lump Sum	$89,561.97	$89,561.97
2	Los Lagos Golf Course Bunker Renovation - Hole #2	1	Lump Sum	$81,802.87	$81,802.87
3	Los Lagos Golf Course Bunker Renovation - Hole #6	1	Lump Sum	$77,573.18	$77,573.18

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Los Lagos Golf Course Bunker Renovation - Hole #7	1	Lump Sum	$80,178.22	$80,178.22
5	Los Lagos Golf Course Bunker Renovation - Hole #8	1	Lump Sum	$83,343.49	$83,343.49
6	Los Lagos Golf Course Bunker Renovation - Hole #9	1	Lump Sum	$75,780.46	$75,780.46
7	Los Lagos Golf Course Bunker Renovation - Hole #10	1	Lump Sum	$107,489.15	$107,489.15
8	Los Lagos Golf Course Bunker Renovation - Hole #11	1	Lump Sum	$81,326.68	$81,326.68
9	Los Lagos Golf Course Bunker Renovation - Hole #14	1	Lump Sum	$73,455.53	$73,455.53
10	Los Lagos Golf Course Bunker Renovation - Hole #15	1	Lump Sum	$97,517.16	$97,517.16
11	Los Lagos Golf Course Bunker Renovation - Hole #16	1	Lump Sum	$77,657.21	$77,657.21
12	Los Lagos Golf Course Bunker Renovation - Hole #17	1	Lump Sum	$80,822.48	$80,822.48
13	Los Lagos Golf Course Bunker Renovation - Hole #18	1	Lump Sum	$82,839.29	$82,839.29
TOTAL					$1,089,347.69

Mid-America Golf and Landscape, Inc.

Email: chames@mid-americagolf.com
Website: www.mid-americagolf.com

Bid # 2025-9 LOS LAGOS BUNKER RENOVATION

Los Lagos
Edinburg, Texas

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INTRO LETTER

February 24, 2025

Juan De La Cruz
Golf Manager
1720 N Raul Longoria Rd
Edinburg, TX 78541
Email: jdelacruz@cityofedinburg.com Phone: (956) 648-2904

Re: **Bid # 2025-9 LOS LAGOS BUNKER RENOVATION**

Mr De La Cruz;

We want to start out by thanking you for inviting us to bid the Los Lagos Bunker Renovation project. We have identified this project as being necessary for maximizing maintenance capabilities and improving on the outstanding conditioning of the golf course.

We are familiar with the canvas and have performed successful projects of this scope and size. We are ready to steward the proper relationships with you for this work. Our specific intent in providing this proposal is one of a truly sincere interest in devoting our most valuable resources to this project and our belief is that we will be afforded the same opportunities as our competitors to meet the needs of the design team throughout the selection process.

In the following pages you will find our bid documents along with more detailed information on who we are and our capabilities in this hallowed industry. At a time of an unprecedented surge in the golf market, Mid America Golf & Landscape was started in 1993 as a golf course irrigation company to provide quality system installs, not only throughout the Midwest, but the country as a whole. Hard work and a commitment to our values have brought growth and opportunity each year since. In strong and weak markets alike, we continue to service clients who welcome our participation in creating or improving facilities across the country.

Our team will approach this Bunker Renovation Project at Los Lagos with unrivaled excitement and a commitment to executing each activity with precision. The entire experience of our firm will be evident in all activities from preparing this proposal to the final closeout. Every member of our team will become an extension of the ownership to the greatest extent needed to complete this work. Mid America Golf will be ready to assist the golf course superintendent and grounds crew in the acceptance of each work area completed. If selected, Mid-America Golf will make the success of this project our direct priority.

We encourage all decision makers to take the time and truly review our bios provided to see the seasoned team we offer. Because of our experiences, Mid America Golf recognizes the magnitude of this project and what it means to the Community and carefully selected the team members capable of performing to Better Billy Bunker standards and policing themselves through every phase.

Thanks again for the opportunity to present our package and if selected we pledge a commitment not surpassed by any and the efforts to forge a forever bond. We feel our pricing is reflective of the scope of services requested and comes with a genuine willingness to join the team for the common good of this project.

We hope that after further consideration you will find our plan of execution worthy of additional conversation. We stand ready to execute the proposed plan and/or assist in any value engineering solutions should the need arise. Mid America Golf is poised to deliver the greatest outcome possible for at Los Lagos so patrons of the facility can enjoy for years to come!

Sincerely,

Casey Hames
Mid America Golf and Landscape
1621 SE Summit Street
Lee's Summit MO 64081
816-527-6184

6. Pricing Proposal

BUNKER RENOVATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
1	Los Lagos Golf Course Bunker Renovation - Hole #1	1	Lump Sum	$89,561.97	N/A	$89,561.97
2	Los Lagos Golf Course Bunker Renovation - Hole #2	1	Lump Sum	$81,802.87	N/A	$81,802.87
3	Los Lagos Golf Course Bunker Renovation - Hole #6	1	Lump Sum	$77,573.18	N/A	77,573.18
4	Los Lagos Golf Course Bunker Renovation - Hole #7	1	Lump Sum	$80,178.22	N/A	80,178.22
5	Los Lagos Golf Course Bunker Renovation - Hole #8	1	Lump Sum	$83,343.49	N/A	$83,343.49
6	Los Lagos Golf Course Bunker Renovation - Hole #9	1	Lump Sum	$75,780.46	N/A	$75,780.46
7	Los Lagos Golf Course Bunker Renovation - Hole #10	1	Lump Sum	$107,489.15	N/A	$107,489.15
8	Los Lagos Golf Course Bunker Renovation - Hole #11	1	Lump Sum	$81,326.68	N/A	$81,326.68
9	Los Lagos Golf Course Bunker Renovation - Hole #14	1	Lump Sum	$73,455.53	N/A	$73,455.53
10	Los Lagos Golf Course Bunker Renovation - Hole #15	1	Lump Sum	$97,517.16	N/A	$97,517.16

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
11	Los Lagos Golf Course Bunker Renovation - Hole #16	1	Lump Sum	$77,657.21	N/A	$77,657.21
12	Los Lagos Golf Course Bunker Renovation - Hole #17	1	Lump Sum	$80,822.48	N/A	$80,822.48
13	Los Lagos Golf Course Bunker Renovation - Hole #18	1	Lump Sum	$82,839.29	N/A	$82,839.29
TOTAL $1,089,347.69						

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

Reference For: See References on attached Project List

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

N/A

Signature of vendor doing business with the governmental entity

2/24/2025

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.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Tyler Hellmuth, being first duly sworn, deposes and says that: *(Name)*

(1) He is ~~President~~ Secretary/Treasurer of Mid-America Golf and Landscape, 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 _____

Tyler Hellmuth

Title Secretary/Treasurer

Subscribed and sworn to me this 24th day of February 2025.

By: Kristi Swope

Notary Public

KRISTI SWOPE
MY COMMISSION EXPIRES
11-27-2026
NOTARY SEAL
#18061132
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

SEAL

11/27/26
My commission expires

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

2/24/2025

Company/Vendor Name:

Mid-America Golf and Landscape, Inc.

Printed Name and Title:
Tyler Hellmuth
Secretary/Treasurer

Authorized Signatory:

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Mid-America Golf and Landscape, Inc.		
Corporate Office	Mid-America Golf and Landscape, Inc.		
Name:	Kirk Grego	Phone number:	816-524-0010
Title:	President	Email address:	estimating@mid-americagolf.com
Business address of corporate office:	1621 SE Summit Street Lee's Summit, MO 64081		
Local Office	1621 SE Summit Street, Lee's Summit, MO 64081		
Name:	Kirk Grego	Phone number:	816-524-0010
Title:	President	Email address:	estimating@mid-americagolf.com
Business address of local office:	1621 SE Summit Street Lee's Summit, MO 64081		

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:	3/1993	State in which Business was formed:	Missouri
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

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

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

Name:	Kirk Grego	Title:	President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:	Jeff Porter	Title:	Vice President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:	Tyler Hellmuth	Title:	Secretary/Treasurer
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	Missouri City License		
Licensing Agency:	Kansas City Missouri		
License No:	LC23143010	Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Kristi Swope
Safety Certifications	Inhouse

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	3/25/23 - 3/25/24			3/25/24 - 3/25/25			3/25/25 - 3/25/26		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.75			.69			.59		

ARTICLE 5—FINANCIAL

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

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	The Guarantee Company of North America USA
Surety is a corporation organized and existing under the laws of the state of:	Missouri
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):	444 W. 47th St. Kansas City, MO 64112

Physical Address (principal place of business):	444 W. 47th St. Kansas City, MO 64112		
Phone (main):	816-960-9144	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.):		Lockton Companies	
Insurance Provider		Type of Policy (Coverage Provided)	
BITCO		Liability 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):	444 W. 47th Street Kansas City, MO 64112		
Physical Address (principal place of business):	444 W. 47th St. Kansas City, MO 64112		
Phone (main):	816-960-9000	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	175
Estimate of revenue for the current year:	$45,000,000.00
Estimate of revenue for the previous year:	$45,000,000.00

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

Years of experience with projects like the proposed project: 31 Years				
As a general contractor:	31	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

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

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Mid-America Golf and Landscape, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Tyler Hellmuth
(typed or printed)

Title: Secretary/Treasurer
(typed or printed)

Date: 2/24/2025
(date signed)

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

Attest:
(individual's signature)

Name: Jim Vandyke
(typed or printed)

Title: Chief Financial Officer
(typed or printed)

Address for giving notices:

1621 SE Summit Street
Lee's Summit, MO 64081

Designated Representative:

Name: Kirk Grego
(typed or printed)

Title: President
(typed or printed)

Address:

1621 SE Summit Street
Lee's Summit, MO 64081

Phone: 816-524-0010

Email: 816-524-0150

Schedule A—Current Projects

Name of Organization	City of Garland, Texas				
Project Owner	City of Garland, Texas		Project Name	Firewheel Irrigation Replacement	
General Description of Project	HDPE TORO Irrigation replacement				
Project Cost	$4,800,000		Date Project	09.01.2024 - 07.15.2025	
Key Project Personnel	Project Manager Jason Lewis	Project Superintendent Caleb Knodell		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	City of Garland Texas				
Designer	Larry Rodgers Design Group				
Construction Manager					

Project Owner	City of Seguin , Texas		Project Name	Starcke Park Golf Course Renovation	
General Description of Project	Master Plan Renovation				
Project Cost	$7,700,000		Date Project	09.15.2024 - 08.15.2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Jason Lewis	Roger Ward	Roger Ward		Roger Ward
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Seguin, Texas				
Designer	Brian Ross, Todd Quitno, Nathan Crace				
Construction Manager					

Project Owner	City of Kansas City, Missouri		Project Name	A.W. Tillinghast Sympathetic Master Plan Restoration - Swope Memorial	
General Description of Project	Master Plan Restoration				
Project Cost	$8,300,000		Date Project	01.01.2025 - 09.15.2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Jason Lewis	Trevor Leeper	Trevor Leeper		Trever Leeper
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Kansas City, MO				
Designer	CE Golf Design				
Construction Manager					

Schedule B—Previous Experience with Similar Projects

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

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

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

Schedule B—Previous Experience with Similar Projects See attached Project References

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

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals See Attached Bios

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

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

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

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
CAT 308	Yes	
CAT 307.50	Yes	
CAT 333c	Yes	
CAT 257c (we will use 3)	Yes	
Kubota M67	Yes	
Kubota M77	Yes	

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

ITEM	MANUFACTURER OR SUPPLIER
Sand	Texas Sports Sand
Gravel	Texas Sports Sand
Pipe	Ewing Inc.
Polymer	Better Billy Bunker
Sod	King Ranch Sod Farm

BIDDER

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

By: Mid-America Golf and Landscape, Inc.
Tyler Hellmuth
BIDDER

Title: Secretary/Treasurer

NOTARY PUBLIC

State of ~~Texas~~ Missouri

County of: Jackson

Subscribed and sworn to before me this: Kristi Swope

NOTARY PUBLIC

KRISTI SWOPE
MY COMMISSION EXPIRES
11-27-2026
NOTARY SEAL
#18061132
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

2/24/2025

Mid-America Golf and Landscape, Inc.
1621 SE Summit St.
Lee's Summit, MO 64081

Dear City of Edinburg

The undersigned party certifies that Mid-America Golf and Landscape, 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.

Tyler Hellmuth
Printed name

Signature

Secretary/Treasurer
Position in bidding company

2/24/2025
Date

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Mid-America Golf and Landscape, Inc.
(Full, correct legal name)

- Address: 1621 SE Summit Street, Lee's Summit, MO 64081
- Telephone/Fax: 816-524-0010 / 816-524-0150
- Email address: estimating@mid-americagolf.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? Lee's Summit, MO 64081

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. N/A

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: Kirk Grego
Address: 1621 SE Summit Street, Lee's Summit, MO 64081
Telephone: 816-524-0010
Fax: 816-524-0150
Email: estimating@mid-americagolf.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

HOUSE BILL 89 VERIFICATION

I, Tyler Hellmuth, the undersigned representative of

Mid-America Golf and Landscape, Inc.(Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Tyler Hellmuth, Secretary/Treasurer

TYPE/PRINT NAME AND TITLE:

2/24/2025

DATE:

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.

FORM OF BUSINESS

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

Corporation:

Corporate Name: Mid-America Golf and Landscape, Inc.
State of Incorporation: Missouri
Mailing Address: 1621 SE Summit Street, Lee's Summit, MO 64081

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

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

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

Sole Proprietorship

Name: _____
Mailing Address: _____

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

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

Tyler Hellmuth, Secretary/Treasurer
[Typed Name and Title of Authorized Representative]

_____
[Signature of Authorized Representative]

2/24/2025
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Mid-America Golf and Landscape, Inc.
[Typed Name of Company:]

Tyler Hellmuth, Secretary/Treasurer
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

2/24/2025
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SENATE BILL 13 VERIFICATION

I, Tyler Hellmuth, the undersigned representative of

Mid-America Golf and Landscape, 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:

Tyler Hellmuth, Secretary/Treasurer

TYPE/PRINT NAME AND TITLE:

2/24/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Tyler Hellmuth, the undersigned representative of

Mid-America Golf and Landscape, 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:

Tyler Hellmuth, Secretary/Treasurer

TYPE/PRINT NAME AND TITLE:

2/24/2025

DATE:

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

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

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder Mid-America Golf and Landscape, Inc. Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]** 1621 SE Summit Street Lee's Summit, MO 64081	**Surety** Atlantic Specialty Insurance Company Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** 605 Highway 169 North, Suite 800 Plymouth, MN 55441 (800) 662-0156
Owner City of Edinburg Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]** 415 W. University Drive Edinburg, TX 78541	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** 2025-9 Los Lagos Golf Course Bunker Renovation, 1720 S. Raul Longoria, Edinburg, TX 78542 Bid Due Date: February 25, 2025 **[Enter date bid is due]**

Bond

Penal Sum: **[Amount]** Five Percent (5%) of Amount Bid

Date of Bond: **[Date]** February 25, 2025

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Mid-America Golf and Landscape, Inc. *(Full formal name of Bidder)*	Atlantic Specialty Insurance Company *(Full formal name of Surety) (corporate seal)*
By: Jeff Porter *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: Jeff Porter *(Printed or typed)*	Name: Tahitia M. Fry *(Printed or typed)*
Title: Vice President	Title: Attorney-in-Fact
Attest: Tyonia Martinez *(Signature)*	Attest: *(Signature)*
Name: Tyonia Martinez *(Printed or typed)*	Name: Susie Hammond *(Printed or typed)*
Title:	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

END OF SECTION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **C. Stephens Griggs, Christy M. Braile, Danielle R Capps, Debra J. Scarborough, Erin C Lavin, Evan D. Sizemore, Hillary D Shepard, Jeffrey C. Carey, Kellie A. Meyer, Kristin D Thurber, Lauren Scott, Mariana Walker, Mary T. Flanigan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of February, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede communicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo ₀para proposito de informacion y no se convierte en parte condicion del documento adjunto.

OUR FIRM…

THE EXPERIENCE, SKILL LEVEL AND QUALIFICATIONS OF MID-AMERICA GOLF

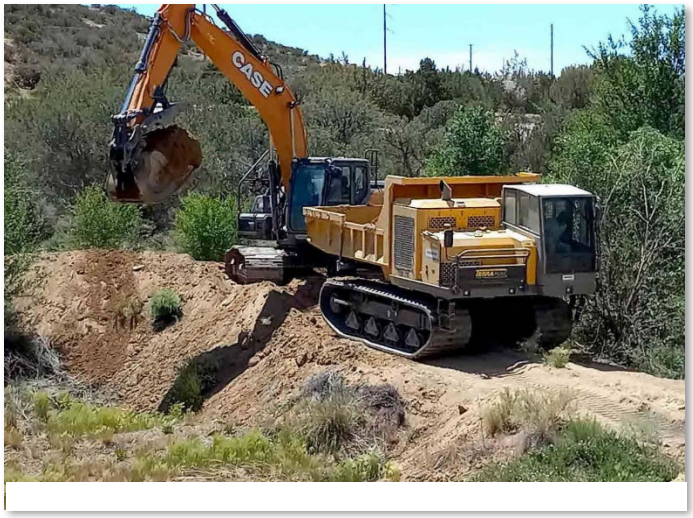
Mid-America Golf and Landscape was founded in 1993, incorporated in Lee's Summit, Missouri. In the early years various golf course projects were commissioned primarily in the Midwest region of the United States. The company completed a wide variety of golf projects including irrigation and drainage projects.

TECHNICAL CONSTRUCTION… KICKINGBIRD EDMOND, OK

In April of 1999, Mid-America Golf and Landscape became an Associate member of the Golf Course Builders Association of America. During this period Mid-America Golf and Landscape was commissioned to begin construction on several new construction projects in Texas. In September of 2002, Mid-America Golf and Landscape became a Certified Builder member of the GCBAA. Our certification referencing our long-standing relationship with the GCBAA is attached.

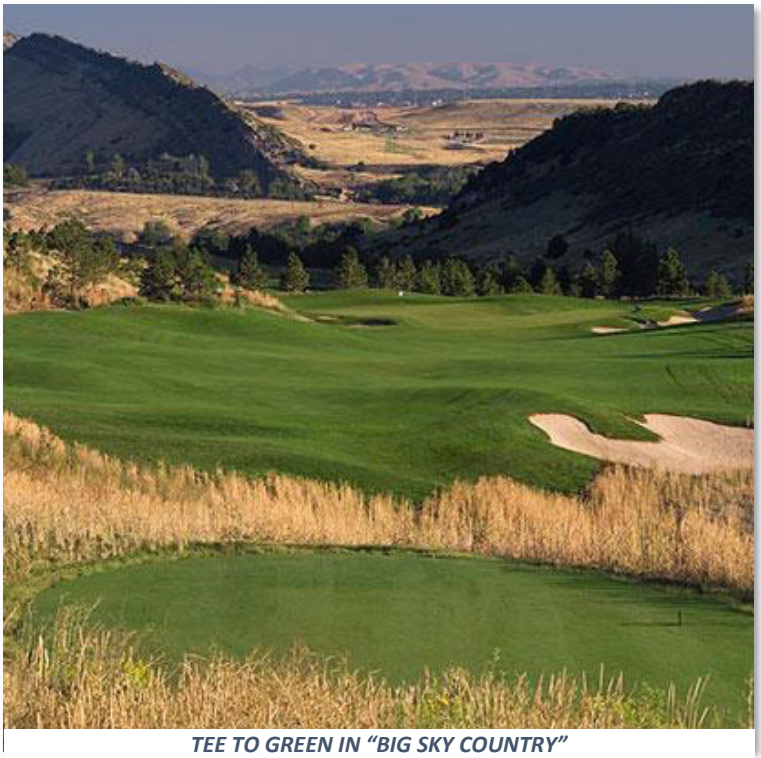
SUPERIOR NATIONAL LUTZEN, MN

Mid-America Golf and Landscape continues to strengthen our work portfolio every calendar year with two to five projects. With a resume of 100 plus golf course constructions and renovation projects, we strive to continue to provide the owners with quality over quantity in our workload. Mid-America Golf and Landscape have well over 100 years of experience in golf course construction between just the management team. Connections made over that time frame allow Mid-America Golf and Landscape to have resources that are far superior to other organizations.



Our stated mission is one of a unique hands-on approach that takes great pride in the commitment, hard work and meticulous attention to detail devoted to every golf course construction project that we have been a part of.

We strive to exceed client's expectations by adhering to stringent financial guidelines, often completing projects on or ahead of schedule while engaging in a complete collaboration with all members of the Project Team. We are employed with a squad of talented craftsmen that will take



TEE TO GREEN IN "BIG SKY COUNTRY"

the dream of the Your Project from initial conception, through construction and grassing, to opening day by utilizing the following skillsets:

a. ***Clearing, Grubbing and Staking***
b. ***Bulk Earthwork***
c. ***Golf Course Shaping and Contouring***
d. ***Drainage***
e. ***Greens Construction***
f. ***Tees Construction***
g. ***Bunker Construction***
h. ***Irrigation***
i. ***Cart Paths and Bridges***
j. ***Grassing***

The Financial Viability of Mid-America Golf – We are full-service golf course contractor dedicated to "Creating the Total Golf Experience". We have turned the dreams and plans of our public and private sector clients into reality through new golf course construction, full golf course construction feature renovations, golf course drainage and irrigation installation only projects, and athletic field construction (synthetic and natural grass).

Mid-America Golf's Officers are Kirk Grego, President, and Tyler Helmuth, Secretary / Treasurer. Kirk has vast knowledge and experience in all stages of golf course development and athletic construction. He has been personally involved in every aspect of golf course construction with years of experience as a laborer, operator, superintendent, and Project Manager with projects ranging from public to high-end golf clubs. Kirk is also involved with all equipment acquisitions as well as all company asset management implementation.

PREPPED FOR GRASSING LINKS AT CHASKA CHASKA, MN

Tyler has been involved in all functions of growing the business, with specific emphasis on estimating projects ranging from under $20,000.00 to projects exceeding $7,000,000.00. The quality of work under his direction as Secretary/Treasurer for Mid-America Golf and Landscape, Inc. has allowed for positive monthly budgets, accounts receivables, and accounts payable and directs the company wide inventory accountability program. Tyler has worked in all phases of golf and athletic construction and is responsible for purchasing materials, managing the cost reduction program, overseeing affairs related to bonding and insurance. He has also gained years of related work experience in employment law, business law, human resources as well as the process for licensing procedures for working in different states.

Mid-America Golf owns all of our facilities and most of our heavy equipment. We are very well financed, professionally managed and technically superior in our field of our work. We have been authorized to bid individual projects up to $15,000,000 with an aggregate program of $50,000,000. We have successfully completed with the utmost professionalism all past bonded projects.

Mid America Golf has been an excellent customer of Bank of the West since 2013. Mid-America Golf and Landscape, Inc. has a line of credit in place with Bank of the West with a low 7 figure commitment amount. Mid-America Golf and Landscape's Dunn & Bradstreet number is 809924434. We will be happy to provide further comprehensive insight upon request.

GREENS COMPLEX AT CYPRESS BEND GOLF RESORT, MANY, LA

Kirk Grego
President, QC/QA Manager

Kirk began his career working in a family-owned construction business. In 1993, Kirk became Vice President and one of the three founding partners of Mid-America Golf and Landscape, Inc. Kirk has vast knowledge and experience in all stages of golf course development and athletic construction. He has been personally involved in every aspect of golf course and sports construction and with years of experience as a laborer, operator, superintendent, and Project Manager with projects ranging from public to high-end golf clubs.

Kirk has been the main contributor in forging Mid-America Golf and Landscape, Inc. to branch into the athletic field industry, including synthetic turf and natural grass fields. With this transformation Mid America Sports Construction was formed and continues to be a nationally recognized organization when it comes to a quality conscious Athletic field contractor. Kirk is the Managing individual as well as a senior project manager for Mid-America Sports Construction and all Sports related endeavors.

Kirk has a very wide variance of skill set. Kirk's over-all knowledge of the construction industry is attributed to his overall experience from the ground level to senior ownership and administration of a moderate sized construction company. Not only has Kirk experienced what it takes on the construction side but has also diversified himself in the synthetic turf market with a vast knowledge of sales, installation and service to fulfill all client's needs. To date Kirk and Mid- America have completed hundreds of synthetic turf installs (athletic and commercial).

Kirk has experienced what it takes to take a plan and make it happen in the field as well as make the plan in the office and delegate to field personnel for an overall successful project completion. These experiences have given him the ability to make all of the day to day business decisions that it takes to run a successful company. He has personally handled projects in the field from $2,500.00 to $8,000,000.00 as well as overall operations (banking, bonding, and total management) for the company with overall annual sales of $35,000,000.00.

Kirk is a member of the Golf Course Builders Association (Member #172), the Heartland Golf Course Superintendents Association and a corporate member of the National Golf Course Owners Association.

- **DETAILED RESUME AVAILABLE UPON REQUEST**

Jason Lewis, PhD
Chief Operating Officer – Golf Division

Jason Lewis is no stranger to Mid-America Golf and Landscape. He began his career with Mid-America Golf and Landscape in 1994. Over the years, his dedication, knowledge, and strong work ethic allowed him to progress within the company. He moved up from being an assistant superintendent to the role of irrigation superintendent, and eventually became a project manager. This progression had a significant impact on the company and its operations, demonstrating his expertise and commitment in various roles within the organization.

It was welcomed news that Jason rejoined our team at Mid-America Golf and Landscape in 2021 after spending time raising his family in Texas and earning a PhD in Organizational Management. His return has been exciting for the company, given his previous experience and accomplishments within the organization. With his background in organizational management and his diverse experience, Jason is well-equipped to tackle all leadership roles asked of him. He's recently been assigned the responsibility of leading the Golf division into the future. Mid-America Golf values his expertise and is confident in his ability to contribute positively to all facets of the Golf Course Construction industry.

Jason's experience in managing over 100 golf course construction projects speaks to his extensive knowledge and expertise in the field. This level of involvement and hands-on experience means he has a deep understanding of the intricacies and challenges involved in golf course construction. His track record of successfully overseeing such a significant number of projects underscores his skills in project management, organizational leadership, and his ability to collaborate effectively with various stakeholders to bring these projects to fruition. His contributions have had a significant impact on the golf course construction industry and the organizations he has worked with.

Jason's "hands-off" management approach can be indicative of a leadership style that promotes autonomy and trust among his team members. By giving his team space to work and not interfering with their tasks, he is allowing them to take ownership of their work and make decisions independently. This approach can foster a sense of empowerment and can often lead to higher job satisfaction and productivity among team members.

Jason places a high value on adhering to project schedules and maintaining clear communication with consultants and ownership. This approach reflects a commitment to professionalism, transparency, and effective project management. He is dedicated to completing projects on time and within the expected timeframe. This can help prevent delays, cost overruns, and other potential complications that may arise when schedules are not followed.

Overall, Jason's approach aligns with the idea that effective leaders recognize when to step back and trust their team's expertise, which can lead to a more positive and productive work environment.

- **DETAILED RESUME AVAILABLE UPON REQUEST**

Casey Hames
Business Development / Project Specialist

Casey's experiences in golf course development is rooted in the tradition of the game. He played competitively as a junior, and after high school, went on to playing collegiate golf at the Division I level.

Upon graduating from college with a degree in Agronomy, Casey spent the next 20 years of his career with the elites of the golf industry. He possesses professional experience as a Project Designer for 16 years. He has facilitated planning and consultation for fellow golf course architects for over 60 separate projects and provided sole design contributions on 36 separate projects.

Casey's well founded background in golf course architecture is rooted in the "Golden Age of Golf Course Design" and he has done extensive studies of who he refers to as the "Old Dead Guys", or a group of architects that transformed golf course architecture in the United States to the game that we know today. Those architects include Flynn, Wilson, Emmet, Banks, Colt and Allison, Tillinghast, McKenzie Thomas and Bell, Ross, Raynor and McDonald, Maxwell and Langford and Moreau.

Casey believes that great golf course development begins with only the utmost of routing plans and continues from that process only. The contractor ONLY works left and right off of the center points as directed by the architect. These two, three, four, or in some instance five points per hole drive the design throughout the construction process.

Casey is a true minimalist in his golf course development viewpoints. He believes that architects of the past did not have the means or where-with-all to pulverize dirt into submission. Excessive cuts were only smoothed where necessary and excessive fill were stacked and grassed.

He believes that the three most important features in any golf course project are the greens, the bunkers and the teeing grounds in that order. The greens are culmination of play on each hole… where the majority of shots are played, and where the most attention needs to be payed to as it relates to construction. He believes bunkers are the thumbprint of the course. Bunkers; their shape and location are elemental to separating each architect's design from others. Not only being penal, the location of a course's bunkers are a means to communicate to players where they should, or should play their next shot. The teeing grounds are where the each hole begins. He believes that tees should be inviting to each player who approaches and fit seamlessly into their surrounds.

Casey's keen "eye for detail" is established in the relationship that he develops with the designer. He enjoys the daily conversation about the designer's reasoning in his design doctrine and understanding the intent of the design team is critical and allows him to communicate these philosophies to the rest of the team.

- **DETAILED RESUME AVAILABLE UPON REQUEST**

Fabrizio “Junior” Viggiano
Project Engineer / Estimator / QC/QA

Since 2018, Junior has honed his craftsmanship in the art of high-end golf course construction. He has served as a project specialist and project superintendent on some outstanding tracks. These experiences are a product of hard work, dedication and a drive to be perfect with every feature he and his team have installed.

Junior is currently working towards his PE degree and his goal is to be certified in 2 years.

His role is to aid in the administrative assistance in in all project operations. He is Mid-America Golf’s Chief Estimator in the Golf Division. He runs all project take-offs through his technical proficiencies in AutoCAD, AGTEK, and PROCORE and coordinates the procurement of all materials associated. He also serves as the project lead on the GPS as-built mapping components of each, and every project.

Being a master communicator, Junior enjoys visiting with all members of the project team; from Owner to laborer. He will share his opinion when asked of him and welcomes other’s opinions in return. He believes in surrounding his team with good people. Junior has an excellent memory; derived from exceptional listening skills rooted in humility and modesty.

Junior is a results-oriented leader with record of completing multi-million dollar projects within time and budget constraints. He will deliver a product that ownership, designer, superintendent and patron will take tremendous pride in. His skilled aptitude is a beneficial resource to every golf course development project that he is involved with.

- **DETAILED RESUME AVAILABLE UPON REQUEST**

Jorge Martinez
Irrigation Superintendent

Technically, there is not a more proficient golf course development Irrigation Superintendent in the country than Jorge Martinez. He has amassed over 23 years of experience installing a variety of irrigation systems throughout the nation.

Irrigation is presumably the most critical mechanical element of any golf course. A dynamic irrigation system allows golf course superintendent and agronomic specialists to grow stands of turf at the most optimal level that can be achieved. The installation of these systems can be complex and taxing. Jorge has the knowledge and expertise installing every major and minor component of these systems which includes PVC and HDPE pipe, their associated fittings, the required wiring, the irrigation heads, controllers and the large format pump stations and intake systems. He and his team also have the ability to fuse HDPE systems, the state of the art specification in irrigation piping and work with all irrigation product on the market.

Jorge's work history is extensive. His formative years involved crumbing the trench, plumbing the pipe and wiring up the heads. With a diligent work ethic and a propensity to learn, he began running a small crew. An intrinsic leadership quality emerged and he soon became an Irrigation Superintendent running multi-million dollar projects.

He is an excellent motivator of his crew. He regularly training even the most menial laborer to better their position; often teaching them the subsequent trade in their progression.

He is constantly coordinating with project management to understand when and where the installation of system components should take place. Him and his crew moves with pace but functionality without failure is their chartered decree.

Jorge is in charge of material takeoffs, field as-builts and material purchasing administration with project management.

He is Certified Irrigation Contractor with the Golf Course Builders Association of America and a Licensed Texas Irrigator Technician.

- **DETAILED RESUME AVAILABLE UPON REQUEST**

PROJECT HISTORY

Pine Dunes Golf Club, Frankston, Texas

18- Hole New Construction
Owner – Jodi Lutz
Architect – Jay Morrish & Assoc.
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – Sept. 2000
Project Amount - $4,500,000.00

Falcon Valley Golf Club, Lenexa, Kansas

9-Hole New Construction
Owner – Falcon Communities
Architect – Todd Clark
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – November 2001
Project Amount - $3,000,000.00

FORREST CREEK ROUND ROCK, TX

BRAEMAR EDINA, MN

Gentle Creek Golf Club, Prosper, Texas

18-Hole New Construction
Owner – Razor Ranch L.P.
Architect – GRI Design
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – November 2001
Project Amount - $7,000,000.00

The Golf Club of Falcon Lakes, Bonner Springs, Kansas

18-Hole New Construction
Owner – Falcon Communities
Architect – Jay Morrish & Assoc.
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – June 2002
Project Amount - $5,000,000.00
Completion Date – December 2004
Project Amount - $3,400,000.00

Winterstone Golf Club, Independence, Missouri

18-Hole New Construction
Owner – Limpus Properties
Architect – Todd Clark
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – December 2002
Project Amount - $5,400,000.00

Dothan Country Club, Dothan, AL

Creekmoor Golf Club, Raymore, Missouri

18-Hole New Construction
Owner – Cooper Land Development
Architect – Tom Clark
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – Sept. 2006
Project Amount - $3,800,000.00

LODGE OF THE FOUR SEASONS CAMDENTON, MO

Gentle Creek Golf Club, Prosper, Texas

18-Hole New Construction
Owner – Razor Ranch L.P.
Architect – GRI Design
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – November 2001
Project Amount - $7,000,000.00

The Golf Club of Falcon Lakes, Bonner Springs, Kansas

18-Hole New Construction
Owner – Falcon Communities
Architect – Jay Morrish & Assoc.
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – June 2002
Project Amount - $5,000,000.00

Lamberts Point Golf Club, Norfolk, Virginia

9-Hole New Construction
Owner – City of Norfolk
Architect – George Golf Design, Inc.
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – December 2004
Project Amount - $3,400,000.00

C.C. OF DECATUR, DECATUR, IL

Creekmoor Golf Club, Raymore, Missouri

18-Hole New Construction
Owner – Cooper Land Development
Architect – Tom Clark
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – Sept. 2006
Project Amount - $3,800,000.00

The Bridges Country Club, Gunter, Texas

18-Hole New Construction
Owner – Bluegreen Communities
Architect – Jeffrey Brauer
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – August 2007
Project Amount - $4,300,000.00
Project Amount - $403,466.39

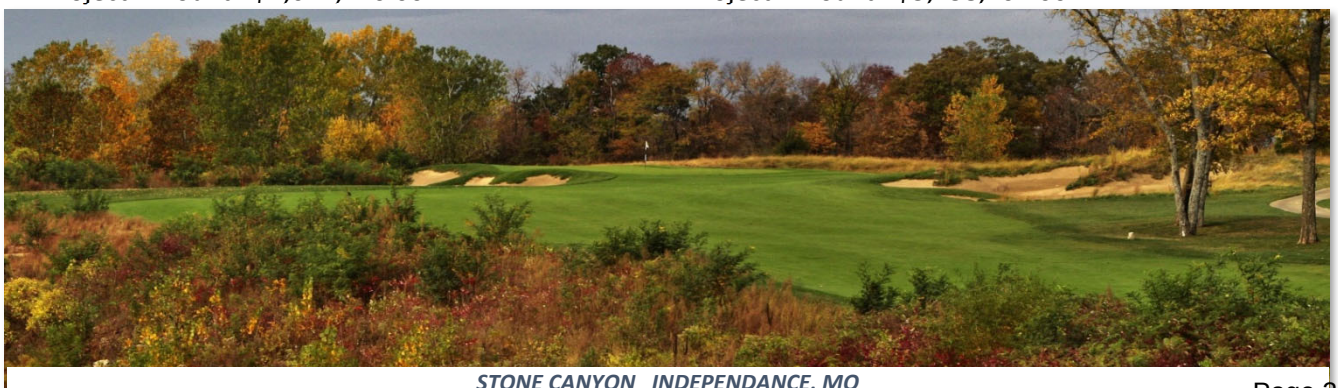
DALLAS COUNTRY CLUB DALLAS, TX

Heritage Hills Golf Course, Shepherdsville, Kentucky

18-Hole New Construction
Owner – Heritage Hills Golf Course
Architect – Doug Beach
% Completed by Mid-America Golf – 100%
Prime Contractor- Mid-America Golf
Completion Date – November 2006
Project Amount - $4,642,420.00

Cottonwood Hills Golf Club, Hutchinson, Kansas

18-Hole New Construction
Owner – Lane Neville
Architect – Faldo Design
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – November 2006
Project Amount - $5,158,701.00



STONE CANYON INDEPENDANCE, MO

CYPRESS BEND RESORT MANY, LA

Canyon Farms, Lenexa, Kansas

18-Hole New Construction
Owner – The Golf Club of Kansas
Architect – Tom Jackson
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – July 2007
Project Amount - $2,900,000.00

Stone Canyon Golf Club, Blue Springs, Missouri

18-Hole New Construction
Owner – Larry Lundine
Architect – Greg Norman
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – October, 2007
Project Amount - $4,800,000.00
Project Amount - $ 5,680,000.00

Superior National at Lutsen, Lutsen, Minnesota

Major Renovation
Owner – Cook County/ Grand Marais Joint Economic Development Authority
Architect – Jeff Brauer, GolfScapes, Inc.
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – August - 2015
Project Amount - $ 4,160,015.42

St. Andrews Golf Club, Overland Park, Kansas

6-Hole New Construction
Owner – St. Andrews Golf Course
Architect – C.E. Golf Design
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – October - 2007
Project Amount - $2,175,306.00

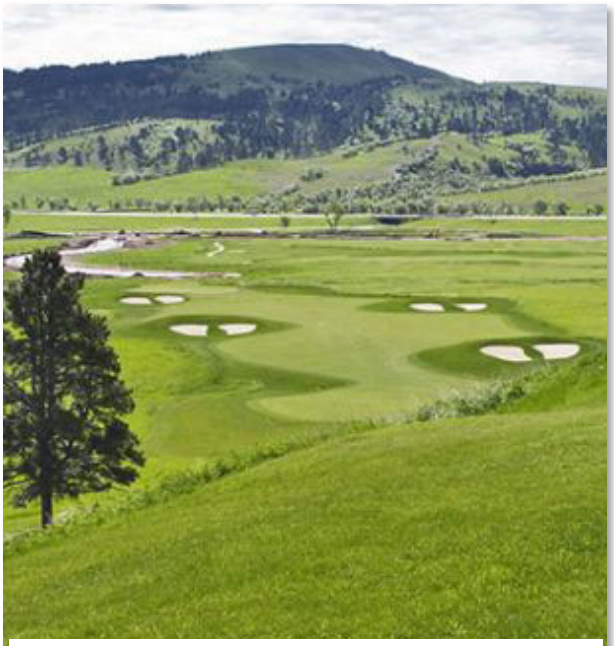
Elkhorn Ridge, Spearfish, South Dakota

9 Hole Addition
Owner – Elkhorn Ridge and Frawley Ranches, LLC.
Architect – Patrick H. Wyss
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – September - 2015
Project Amount - $ 1,698,138.43

Forrest Creek, Round Rock, Texas

Major Renovation
Owner – City of Round Rock, Texas
Architect – Masterson Design Group
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – May - 2018
Project Amount - $ 3,345,691.00

PINES CROSSING AUBURN / OPELIKA, AL



ELKHORN RIDGE SPEARFISH, SD

Braemar Club, Edina, Minnesota

Major Renovation
Owner – CITY OF EDINA, MN
Architect – Richard Mandell Golf Course Architecture
% Completed by Mid-America Golf – 100%
Prime Contractor – Mid-America Golf
Completion Date – September - 2017
Project Amount - $ 5,324,322.93

James M. Houk Family Golf Complex, Iowa City, Iowa

New Short Game Area for the University of Iowa Mens and Women's Golf Teams
Owner – University of Iowa
Architect – Fry / Straka Design 614-264-1511/ jstraka@frystraka.com
Completion Date – October, 2020
Project Amount - $403,466.39

The Loop at Chaska, Chaska, Minnesota

Major Short Course Renovation
Owner – City of Chaska, Minnesota
Architect – Benjamin Warren - Artisan Golf Design
benjaminw.golf@gmail.com
Completion Date – September, 2021
Project Amount - $ 2,100,000.00

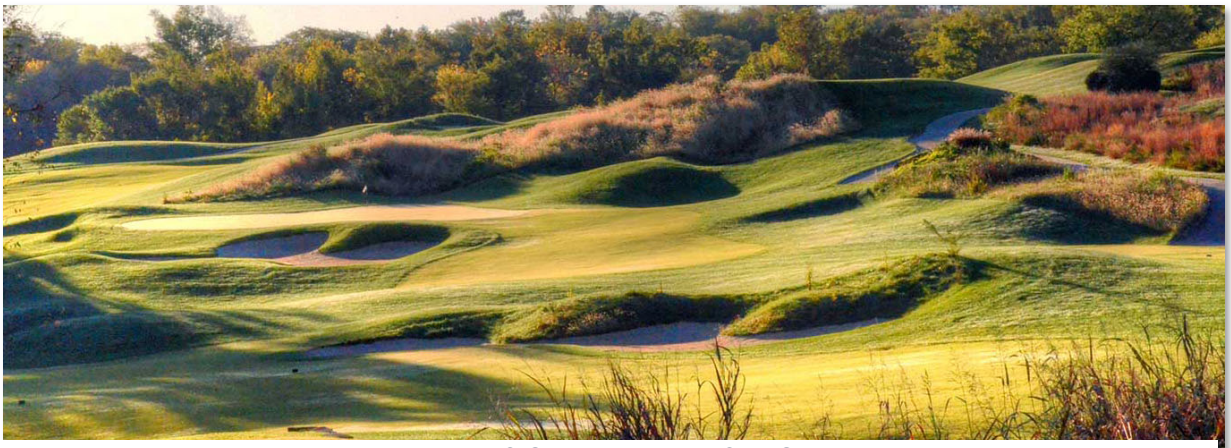
Pinon Hills Golf Club Farmington, New Mexico

Major Renovation
Owner – City of Farmington, New Mexico
Architect – Gary Kaye – Gary Kaye Design
(623) 341-2302
Completion Date – September, 2022
Project Amount - $ 5,556,000.00

Country Club of Decatur, Dacatur, Illinois

Bunker Renovation
Owner – Membership -Country Club of Decatur
Architect – Billy Fuller, Billy Fuller Golf Design
(404) 630-6868
Completion Date – May, 2023
Project Amount - $ 1,040,000.00

GENTLE CREEK PROSPER, TX



WINTERSTONE INDEPENDANCE, MO

Kickingbird Golf Club Edmond, Oklahoma

Major Renovation
Owner – City of Edmond, Oklahoma
Architect – Matt Dusenberry – Dusenberry Design
262-495-5294 - matt@dusenberrydesign.com
Est. Completion Date – June, 2023
Project Amount - $ 4,500,000.00

Dothan Country Club, Dothan, Alabama

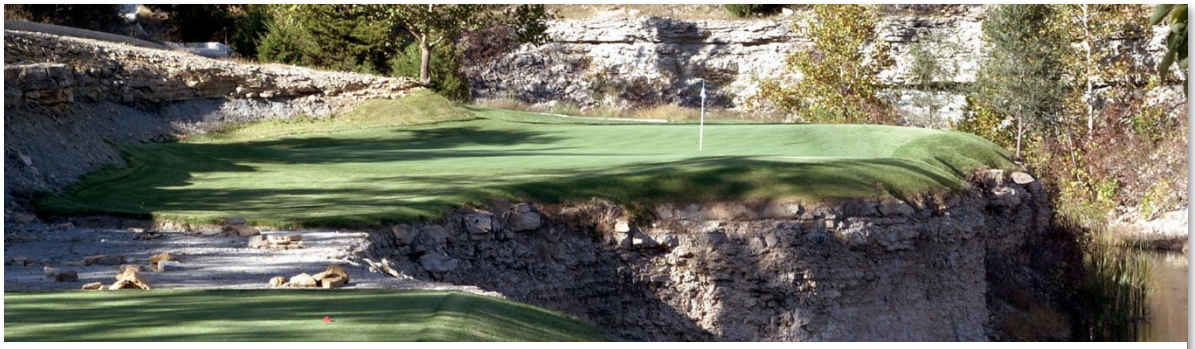
Centennial Master Plan Renovation
Owner – Membership -Dothan Country Club
Architect – Billy Fuller, Billy Fuller Golf Design
(404) 630-6868
Completion Date – June, 2023
Project Amount - $ 3,880,000.00

Cypress Bend Golf Resort Many, Louisiana

Major Renovation
Owner – Sabine River Authority of Louisiana
Architect – Jeff BLume – Jeff Blume, Limited
(291) 923-3730
Completion Date – May, 2023
Project Amount - $ 4,344,000.00

Pines Crossing, Auburn / Opelika, Alabama

Master Plan Renovation
Owner – Cities of Auburn/Opelika, AL
Architect – Bill Bergin, Bergin Golf Designs
(404) 630-6868
Completion Date – July, 2023
Project Amount - $ 5,680,000.00



CANYON FARMS LENEXA, KS

GCBAA®

Golf Course Builders Association of America

Mid-America Golf & Landscape

GCBAA CERTIFIED GOLF COURSE BUILDER
GCBAA CERTIFIED GOLF RENOVATION BUILDER
GCBAA CERTIFIED GOLF COURSE IRRIGATION CONTRACTOR

Having completed the requirements of the Golf Course Builders Association of America for the above designation, the recipient has been designated as a Certified Member, with all rights, honors, and privileges of this title, for the year specified below.

2022

The signatures of authorized officers of the Golf Course Builders Association of America are hereunto affixed.

TOMMY SASSER
Certification Board of Governors Chairman

Judd Duininck
GCBAA President

CERTIFICATE OF LIABILITY INSURANCE

3/25/2025

DATE (MM/DD/YYYY): 3/13/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No. Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1519379 MID-AMERICA GOLF & LANDSCAPE, INC. 1621 SE SUMMIT ST LEE'S SUMMIT MO 64081	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : BITCO National Insurance Company — 20109 INSURER B : BITCO General Insurance Corp — 20095 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19239100 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	CLP 3740909	3/25/2024	3/25/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	CAP 3740907	3/25/2024	3/25/2025	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 $	N	N	CUP3740910	3/25/2024	3/25/2025	EACH OCCURRENCE AGGREGATE Prod/Comp Ops	$ 8,000,000 $ 8,000,000 $ 8,000,000
A	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	N	WC3740908	3/25/2024	3/25/2025	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
A	AUTO PHYSICAL DAMAGE	N	N	CAP3740907	3/25/2024	3/25/2025	$100,000 EACH ACCIDENT	

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

CERTIFICATE HOLDER

19239100
PROOF OF COVERAGE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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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:

2/24/2025

Company/Vendor Name:

Mid-America Golf and Landscape, Inc.

Printed Name and Title:
Tyler Hellmuth
Secretary/Treasurer

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Mid-America Golf and Landscape, Inc.
(Full, correct legal name)

- Address: 1621 SE Summit Street, Lee's Summit, MO 64081
- Telephone/Fax: 816-524-0010 / 816-524-0150
- Email address: estimating@mid-americagolf.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? Lee's Summit, MO 64081

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. N/A

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: Kirk Grego
Address: 1621 SE Summit Street, Lee's Summit, MO 64081
Telephone: 816-524-0010
Fax: 816-524-0150
Email: estimating@mid-americagolf.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.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Tyler Hellmuth, being first duly sworn, deposes and says that: *(Name)*

(1) He is ~~President~~ Secretary/Treasurer of Mid-America Golf and Landscape, 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 _____

Tyler Hellmuth

Title Secretary/Treasurer

Subscribed and sworn to me this 24th day of February 2025.

By: Kristi Swope

Notary Public

KRISTI SWOPE
MY COMMISSION EXPIRES
11-27-2026
NOTARY SEAL
#18061132
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

SEAL

11/27/26
My commission expires

HOUSE BILL 89 VERIFICATION

I, Tyler Hellmuth, the undersigned representative of

Mid-America Golf and Landscape, Inc.(Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Tyler Hellmuth, Secretary/Treasurer

TYPE/PRINT NAME AND TITLE:

2/24/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Tyler Hellmuth, the undersigned representative of

Mid-America Golf and Landscape, 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:

Tyler Hellmuth, Secretary/Treasurer

TYPE/PRINT NAME AND TITLE:

2/24/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Tyler Hellmuth, the undersigned representative of

Mid-America Golf and Landscape, 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:

Tyler Hellmuth, Secretary/Treasurer

TYPE/PRINT NAME AND TITLE:

2/24/2025

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A
Name of Officer

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

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

N/A
Signature of vendor doing business with the governmental entity

2/24/2025
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

Reference For: See References on attached Project List

Reference Company Name: _____

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: _____

Date: _____

BID BOND

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES – Not Used

1.03 DEFINTIONS – Section 0700

1.04 BID BOND FORMS

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

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder Mid-America Golf and Landscape, Inc. Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]** 1621 SE Summit Street Lee's Summit, MO 64081	**Surety** Atlantic Specialty Insurance Company Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** 605 Highway 169 North, Suite 800 Plymouth, MN 55441 (800) 662-0156
Owner City of Edinburg Name: **[Full formal name of Owner]** Address *(principal place of business)*: **[Address of Owner's principal place of business]** 415 W. University Drive Edinburg, TX 78541	**Bid** Project *(name and location)*: **[Owner project/contract name, and location of the project]** 2025-9 Los Lagos Golf Course Bunker Renovation, 1720 S. Raul Longoria, Edinburg, TX 78542 Bid Due Date: February 25, 2025 **[Enter date bid is due]**

Bond

Penal Sum: **[Amount]** Five Percent (5%) of Amount Bid

Date of Bond: **[Date]** February 25, 2025

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Mid-America Golf and Landscape, Inc. *(Full formal name of Bidder)*	Atlantic Specialty Insurance Company *(Full formal name of Surety) (corporate seal)*
By: Jeff Porter *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: Jeff Porter *(Printed or typed)*	Name: Tahitia M. Fry *(Printed or typed)*
Title: Vice President	Title: Attorney-in-Fact
Attest: Tyonia Martinez *(Signature)*	Attest: *(Signature)*
Name: Tyonia Martinez *(Printed or typed)*	Name: Susie Hammond *(Printed or typed)*
Title:	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

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

END OF SECTION

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **C. Stephens Griggs, Christy M. Braile, Danielle R Capps, Debra J. Scarborough, Erin C Lavin, Evan D. Sizemore, Hillary D Shepard, Jeffrey C. Carey, Kellie A. Meyer, Kristin D Thurber, Lauren Scott, Mariana Walker, Mary T. Flanigan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of February, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede communicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Mid-America Golf and Landscape, Inc.		
Corporate Office	Mid-America Golf and Landscape, Inc.		
Name:	Kirk Grego	Phone number:	816-524-0010
Title:	President	Email address:	estimating@mid-americagolf.com
Business address of corporate office:	1621 SE Summit Street Lee's Summit, MO 64081		
Local Office	1621 SE Summit Street, Lee's Summit, MO 64081		
Name:	Kirk Grego	Phone number:	816-524-0010
Title:	President	Email address:	estimating@mid-americagolf.com
Business address of local office:	1621 SE Summit Street Lee's Summit, MO 64081		

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:	3/1993	State in which Business was formed:	Missouri
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

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

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

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

Name:	Kirk Grego	Title:	President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:	Jeff Porter	Title:	Vice President
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:	Tyler Hellmuth	Title:	Secretary/Treasurer
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	Missouri City License		
Licensing Agency:	Kansas City Missouri		
License No:	LC23143010	Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

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

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	Kristi Swope
Safety Certifications	Inhouse

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	3/25/23 - 3/25/24			3/25/24 - 3/25/25			3/25/25 - 3/25/26		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.75			.69			.59		

ARTICLE 5—FINANCIAL

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

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	The Guarantee Company of North America USA
Surety is a corporation organized and existing under the laws of the state of:	Missouri
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):	444 W. 47th St. Kansas City, MO 64112

Physical Address (principal place of business):	444 W. 47th St. Kansas City, MO 64112		
Phone (main):	816-960-9144	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.):		Lockton Companies	
Insurance Provider		Type of Policy (Coverage Provided)	
BITCO		Liability 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):	444 W. 47th Street Kansas City, MO 64112		
Physical Address (principal place of business):	444 W. 47th St. Kansas City, MO 64112		
Phone (main):	816-960-9000	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	175
Estimate of revenue for the current year:	$45,000,000.00
Estimate of revenue for the previous year:	$45,000,000.00

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

Years of experience with projects like the proposed project: 31 Years				
As a general contractor:	31	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

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

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Mid-America Golf and Landscape, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Tyler Hellmuth
(typed or printed)

Title: Secretary/Treasurer
(typed or printed)

Date: 2/24/2025
(date signed)

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

Attest:
(individual's signature)

Name: Jim Vandyke
(typed or printed)

Title: Chief Financial Officer
(typed or printed)

Address for giving notices:

1621 SE Summit Street
Lee's Summit, MO 64081

Designated Representative:

Name: Kirk Grego
(typed or printed)

Title: President
(typed or printed)

Address:

1621 SE Summit Street
Lee's Summit, MO 64081

Phone: 816-524-0010

Email: 816-524-0150

Schedule A—Current Projects

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

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

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

Schedule B—Previous Experience with Similar Projects

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

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

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

Schedule B—Previous Experience with Similar Projects

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

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

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

Schedule C—Key Individuals See Attached Bios

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

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

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

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

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

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

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 24th day of February, 2025.

Mid-America Golf and Landscape, Inc.
Name of Bidder

Signature of Bidder Tyler Hellmuth

Secretary/Treasurer
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
CAT 308	Yes	
CAT 307.50	Yes	
CAT 333c	Yes	
CAT 257c (we will use 3)	Yes	
Kubota M67	Yes	
Kubota M77	Yes	

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

ITEM	MANUFACTURER OR SUPPLIER
Sand	Texas Sports Sand
Gravel	Texas Sports Sand
Pipe	Ewing Inc.
Polymer	Better Billy Bunker
Sod	King Ranch Sod Farm

BIDDER

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

By: Mid-America Golf and Landscape, Inc.
Tyler Hellmuth
BIDDER

Title: Secretary/Treasurer

NOTARY PUBLIC

State of ~~Texas~~ Missouri

County of: Jackson

Subscribed and sworn to before me this: Kristi Swope

NOTARY PUBLIC

KRISTI SWOPE
MY COMMISSION EXPIRES
11-27-2026
NOTARY SEAL
#18061132
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

2/24/2025

Mid-America Golf and Landscape, Inc.
1621 SE Summit St.
Lee's Summit, MO 64081

Dear City of Edinburg

The undersigned party certifies that Mid-America Golf and Landscape, 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.

Tyler Hellmuth
Printed name

Signature

Secretary/Treasurer
Position in bidding company

2/24/2025
Date

PERFORMANCE BOND

REVIEWED 2/24/2025 KG

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

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

PAYMENT BOND REVIEWED 2/24/2025 KG

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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

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

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

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

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

AFFIDAVIT OF INSURANCE

THE STATE OF ~~TEXAS~~ Missouri §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Jackson §

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

Tyler Hellmuth, who
[Affiant]

being by me duly sworn on his oath stated that he is Secretary/Treasurer, of
[Title]

Mid-America Golf and Landscape, Inc.
[Contractor's Company Name]

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

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 2/24/2025.
[Date]

KRISTI SWOPE
MY COMMISSION EXPIRES
11-27-2026
NOTARY SEAL
[Notary Seal]
#18061132
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

Notary Public in and for the State of ~~TEXAS~~ Missouri

Kristi Swope
[Print or type Notary Public name]

My Commission Expires: 11/27/26
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

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

Corporation:

Corporate Name: Mid-America Golf and Landscape, Inc.
State of Incorporation: Missouri
Mailing Address: 1621 SE Summit Street, Lee's Summit, MO 64081

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

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

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

Sole Proprietorship

Name: _____
Mailing Address: _____

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

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

Tyler Hellmuth, Secretary/Treasurer
[Typed Name and Title of Authorized Representative]

_____
[Signature of Authorized Representative]

2/24/2025
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Mid-America Golf and Landscape, Inc.
[Typed Name of Company:]

Tyler Hellmuth, Secretary/Treasurer
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

2/24/2025
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE FLEETWOOD SERVICES, LLC FOR THE LOS LAGOS GOLF COURSE BUNKER RENOVATION PROJECT

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Fleetwood Services, LLC (hereinafter **"Contractor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain services in connection therewith; and,

WHEREAS, the Contractor represents that it has the knowledge, ability, equipment, and personnel to properly provide services needed by the City for he renovation and enhancement of sand bunkers at Los Lagos Golf Course. This project aims to restore and improve the functionality, aesthetics, and playability of the bunkers while ensuring they meet modern golfing standards. The City of Edinburg is soliciting professional service company's and suppliers for services and materials and labor related to the renovations to the bunkers at Los Lagos Golf Course.

NOW, THEREFORE, City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor 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 Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document at the direction of the City. City shall provide Contractor 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 Contractor's work with the following tasks:

1. Provide Contractor with its requirements for the Services.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.

4. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall perform the Services described in **Exhibits "A".**

B. Contractor 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. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. 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 the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

E. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor 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.

F. 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 Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

G. 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.

SECTION V
PAYMENT AND FEES

A. City hereby agrees to pay the line items 1, 2,3,4,6,7,8,9,10,12, and 13 for a cost to add up to the sum of **$244,237.00** as listed in Attachment A for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. 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. 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 Services, or City has incurred costs, losses, or damages resulting from Contractor'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. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Any Services are defective, requiring correction or replacement;

d. City has been required to correct defective Services or has accepted defective Services;

e. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Contractor 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 within 30 days of receiving City's written notice.

D. 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.

E. 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.

F. Contractor shall provide an invoice per tasks. Payment terms shall be net thirty (30) days from receipt of invoice.

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 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. Pricing entries in the Attachment A apply to the period of February 25, 2025 to February 25, 2026.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, the Services shall be completed **August 31, 2025**The City of Edinburg will retain the option, at its sole discretion, additional project if deemed necessary for the total project **Calendar Days** of 150 days.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, the City may cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Contractor breach or violate any of the provisions of this Agreement, including but not limited to Vendor's inability, or anticipated inability, to complete the Services by **August 31, 2025**

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Services 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 or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

E. 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
LIQUIDATED DAMAGES

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Services are not completed as set out above. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Services are 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), Contractor shall pay Owner **based on fees below** for each day that expires after the time to complete the Services (as duly adjusted pursuant to the Contract) specified above.

For Contract of Amount			Cost Per Day
$1,000.00	To	$5,000.00	$50.00
$5,000.01	To	$25,000.00	$100.00
$25,000.01	To	$100,000.00	$200.00
$100,000.01	**To**	**$500,000.00**	**$250.00**

$500,000.01	To	$1,000,000.00	$300.00
$1,000,000.01	To	$2,000,000.00	$400.00
$2,000,000.01	To	$3,000,000.00	$500.00
$3,000,000.01	To	$4,000,000.00	$600.00
$4,000,000.01	To	$5,000,000.00	$700.00
$5,000,000.01	And	Over	$800.00

SECTION VIII
SCHEDULE REQUIREMENTS

Whenever, in the sole discretion of the City, the Services fall 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 IX
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 X
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 whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION XI
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Services and that it has investigated and satisfied itself as to the general and local conditions which can affect the Services 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.

SECTION XII
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall other than the services 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 XIII
MINIMUM INSURANCE REQUIREMENTS

Contractor 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 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 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. 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 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 XIV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XV
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own expenses, including attorneys' fees, costs, and expenses.

SECTION XVI
INDEMNIFICATION

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 the Services.

SECTION XVII
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 Services. 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 profits, or loss of data, arising in connection with this Agreement, Contractor'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 XVIII
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 IXX
NO PENDING LITIGATION

A. Contractor 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 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 condition 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 XX
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 XXI
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, (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, or (iii) sent by email and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: Myra L. Ayala, City Manager
mayala@cityofedinburg.com

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: Josephine Ramirez Solis, City Attorney
jrsolis@cityofedinburg.com

Fleetwood Services, LLC
4311 Willow Street
Dallas, Texas 75226
Attn: Robert Fleetwood
Email:robert@floeetwoodservices.net

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, (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, or (iii) if by email, the date and time indicated in the email.

SECTION XXII
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 XXIII
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 XXIV
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, the terms of this Agreement shall be controlling.

SECTION XXV
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 the City, 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 Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City 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 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 Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 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 Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis
City Attorney

FLEETWOOD SERICES LLC

BY:_____
Robert Fleetwood, Owner
4311 Willow Street
Dallas, Texas 75226
(469) 865-4721
robert@fleetwoodserives.net

Attachments: Exhibit "A"
Exhibit "B" Insurance

EXHIBIT “A” TO AGREEMENT

EXHIBIT “B” TO AGREEMENT

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
AWARDING OF BIDS
Agenda Item No: 8.B.
RFP 2025-002 - Downtown Parking Garage

1. **Agenda Item:**
Consider Awarding RFP No. 2025-002, Downtown Parking Garage to the Highest Ranked Proposal and Authorizing the City Manager or Designee to Negotiate and Enter Into an Agreement Not to Exceed $6,200,000.00 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [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, 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 improve visitor accessibility, operational efficiency, wayfinding, and long-term maintenance through durable, cost-effective design elements.

The selected firm/contractor will assess the City's program requirements and deliver the most cost-effective solution within the allocated budget, prioritizing durability and ease of maintenance to maximize the City's investment.

Five proposals were received in response to this RFP, from firms/contractors chosen by City Council at the February 4, 2025, meeting. Each team was interviewed by a ranking committee consisting of two Assistant City Managers, the City Engineer, the Utilities Director, and the Project Manager - Brownstone Consultants.

The firms are ranked from highest to lowest:

1. Broaddus Construction
2. Gerlach Builders, LLC
3. Econ Group, LLC
4. Catamount Constructors
5. Holchemont, Ltd.

This process represents the final step of a two-step selection process. Staff requests authorization to negotiate with the highest-ranked firm for an amount not to exceed $6,200,000 (see attached Table for Pre-Construction and Construction Phase Services Cost Comparison). Upon selection, negotiations will occur in an effort to maximize construction funds. A Guaranteed Maximum Price (GMP) will be presented midway through design and again at completion to ensure the project stays within budget.

Projected Timeline:
03/31/2025: Kick-off meeting/Design begins
06/30/2025: Preliminary GMP presented to city staff
09/02/2025: Final GMP presented to city staff

09/17/2025: Final Construction Plan Approval for Permit and Notice to Proceed
10/01/2025: Begin construction
10/15/2026: Estimated construction completion date

Funding is available through the 2021A Bond Series.

3. Staff's Recommendation:

Award RFP 2025-002, Downtown Parking Garage to the Highest Ranked Proposal and Authorizing the City Manager or Designee to Negotiate and Enter into an Agreement Not to Exceed $6,200,000.00 and Execute Any Related Documents Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:		**Prepared by:**
Tomas Reyna, Assistant City Manager	Final Approval - 3/14/2025	Mardoqueo Hinojosa, City Engineer

Attachments:

A. A. Project RFP Step 2
B. B. Request For Proposals
C. C. Design Criteria
D. D. Committee Ranking
E. E. Recommendation Letter
F. F. Proposal Cost Comparisons
G. G. Broaddus RFP
H. H. Catamount RFP
I. I. Econ RFP
J. J. Gerlach RFP
K. K. Holchemont RFP
L. L. D-B Agreement

REQUEST FOR PROPOSAL

RFP 2025-002

DOWNTOWN PARKING GARAGE DESIGN-BUILD SERVICES - REQUEST FOR PROPOSALS

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: February 7, 2025

DEADLINE FOR QUESTIONS: February 21, 2025

RESPONSE DEADLINE: February 27, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR PROPOSAL

Downtown Parking Garage Design-Build Services - Request for Proposals

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions.....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Evaluation Criteria .....

Attachments:

A - Metes and Bounds Rev-042022

B - Rules for Electronic Bidding

D - Draft D-B Agreement

E - COE - RFP Final

F - Addendum No. 1 MEG Geotechnical Report No. 01-22-29159

G - Survey_041922

H - RFP Interview Questions

I - MEG Geotechnical Report No. 01-22-29159

J - Performance Bond

K - Payment Bond

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	February 7, 2025
Pre-Proposal Meeting (Mandatory)	February 19, 2025, 11:00am The Mandatory Pre-proposal meeting will be held at the Edinburg ACE building located at 315 W. McIntyre Street, Edinburg, TX 78539. The respondents are able to attend in Person or via Zoom. Zoom Link: https://cityofedinburg.zoom.us/j/84575440207?pwd=q4YkL1keWh3aOvolobdeiIqM9tKIPM.1 Meeting ID: 845 7544 0207 Passcode: 651719
Question Submission Deadline	February 21, 2025, 5:00pm
Proposal Submission Deadline	February 27, 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 - Request for Proposals.

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

3:00 pm, Thursday, February 27, 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 bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Thursday, February 27, 2025.

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 "Downtown Parking Garage Design-Build Services RFP No. RFP 2025-002" 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. RFP 2025-002

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 Friday, February 21, 2025.

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: Downtown Parking Garage Design-Build Services - Request for Proposals

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 Downtown Parking Garage Design-Build Services - Request for Proposals 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.

4. Specifications

4.1. 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.

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

6. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**CRITERIA ONE: RESPONDENT'S PROJECT EXECUTION PLAN FOR THIS PROJECT** A. Provide an organizational chart for all phases of the project. Confirm in graphic form the proposed Project assigments, lines of authority and communication for each member and the estimated percent of time these individuals will be involved in this Project for Pre-Construction Services as well as Construction Phase Services.	Points Based	5 *(5% of Total)*
2.	**CRITERIA ONE: RESPONDENT'S PROJECT EXECUTION PLAN FOR THIS PROJECT** B. Describe your ability and desire to self-perform work on this Project, and the method for determining yourself as the "best value" through a competitive proposal process.	Points Based	5 *(5% of Total)*
3.	**CRITERIA TWO: RESPONDENT'S DESIGN METHODS** Demonstrate your use of modern design methods, such as BIM, to derive design from, for visualization, system coordination, clash detection, minimize changes, eliminate delay and provide the Authority a model for use in operations and maintenance	Points Based	10 *(10% of Total)*
4.	**CRITERIA THREE: RESPONDENT'S ESTIMATING AND COST CONTROL MEASURES FOR THIS PROJECT** We desire to achieve the lowest GMP to deliver the Program within Class 'A' commercial quality expectations as soon as possible at Design Development phase. While a DBBL/budget of $6.2M Is envisioned, preference will bee given to the most cost effective economical solution. Demonstrate this with a concept estimate with an appropriate level of detail.	Points Based	15 *(15% of Total)*

5.	**CRITERIA FOUR: RESPONDENT'S PROJECT PLANNING AND SCHEDULING FOR THIS PROJECT** Provide a CPM Milestone schedule for this Project including Design and Construction which will meet or improve on substantial completion date. Identify specific critical process, phases, milestones, approvals, and procurements anticipated.	Points Based	10 *(10% of Total)*
6.	**CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE ON SIMILAR PROJECTS** Provide examples of site plans, floor plans, BIM views, animations or simulations, and presentation or photographic images or other tools that would assist in communicating concept intent to City.	Points Based	10 *(10% of Total)*
7.	**CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE PROJECT AND THEIR DEMONSTRABLE ABILITY TO CONVEY CONCEPTS** Confirm that architectural representation of project design in the context of its environment is achievable.	Points Based	5 *(5% of Total)*
8.	**CRITERIA SEVEN: RESPONDENT'S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT** A. Describe how you will measure the quality of service provided to the City for this Project, and describe your warranty service support philosophy and warranty service implementation plan for this Project.	Points Based	2.5 *(2.5% of Total)*
9.	**CRITERIA SEVEN: RESPONDENT'S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT** B. Provide reference letters from three (3) clients identified in Section 3.4 of the previously issued RFQ that describe your response to, and performance on, warranty services AFTER substantial completion.	Points Based	2.5 *(2.5% of Total)*

10.	**CRITERIA EIGHT: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT** A. Identify the quality control and commissioning team, their duties, city(s) of residence and their objectives for this Project.	Points Based	2.5 *(2.5% of Total)*
11.	**CRITERIA EIGHT: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT**	Points Based	2.5 *(2.5% of Total)*
12.	**2.9 CRITERIA NINE: RESPONDENT'S PRICING AND DELIVERY PROPOSAL** Please submit the attached tables included in the RFP file.	Points Based	30 *(30% of Total)*

REQUEST FOR PROPOSALS FOR DESIGN/BUILD SERVICES

RFP #2025-002

RFP RESPONSES MUST BE RECEIVED ON OR BEFORE:
February 27, 2025, at 3:00 p.m.

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REQUEST FOR PROPOSALS FOR
DESIGN/BUILD SERVICES

City of Edinburg
RFP No.: 2025-002

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

1.1 GENERAL INFORMATION: City of Edinburg and Brownstone Consultants are soliciting proposals ("Proposals") for selection of a Design/Build firm for the design and construction of a new City of Edinburg Parking Garage ("Project"), in accordance with the terms, conditions, and requirements set forth in this Request for Proposals.

1.1.1 This Request for Proposals ("RFP") is the second step in a two-step process for selecting a Design/Build firm for the Project. The City is soliciting RFP's from five (5) or fewer of the most qualified respondents to the previous RFQ. The RFP provides the information necessary to prepare and submit Proposals including fee proposals and general conditions prices. The City will rank the Proposals in the order that they provide the "best value" for the City based on the published selection criteria and on the ranking evaluations.

1.1.2 In the final step of the process, Interviews, the "most" qualified respondents will be requested to attend an interview with the City to confirm their Proposal and answer additional questions. The City will then rank the remaining "most" qualified respondents in order to identify the "best value".

1.2 CITY'S OBJECTIVES: Provide a facility that is cost-controlled as economically as possible as close to $6.2 million (DBBL) while ensuring the necessary programmed square footage, areas, and functions with optimized design.

1.3 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.

1.3.1 The City strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

1.4 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Design/Build (DB) Agreement, a copy of which is attached to this RFP.

1.5 CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by the City as an addendum. All such addenda issued by the City before the Proposals are due are part of the RFP, and respondents shall acknowledge receipt of and incorporate each addendum in its Proposal.

1.5.1 Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline shall be considered by respondents. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied on in preparing Qualifications.

1.6 SUBMISSION OF PROPOSALS:

1.6.1 DEADLINE AND LOCATION:

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 February 27, 2025 via City of Edinburg Opengov portal.

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 CITY 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.

1.6.2 **Pre-Proposal Conference** – A mandatory meeting will be held February 19, 2025 at 11am. Attendance is required, and both in-person and virtual options will be available.

1.6.3 **Interviews** of each of the short list respondents will be held on March 6, 2025, scheduled in alphabetical sequence throughout the day. Each of the respondents will have approximately 30 minutes to present their proposal, followed by a 15-minute question and answer period.

1.6.4 **Electronic copy via City of Edinburg Opengov portal, preferred.** If in person submittal, one original and 1 USB.

1.6.5 Late received Proposals will be returned to the respondent.

1.6.6 The City will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

1.6.7 Properly submitted Proposals will not be returned to respondents.

1.6.8 If submitting in person, proposal materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person; the package must clearly identify the submittal deadline, the RFP number, and the name and return address of the respondent. **Electronic copy via City of Edinburg Opengov portal, preferred.**

1.7 POINT-OF-CONTACT:

Any questions or concerns regarding this Request for Proposals 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

1.8 EVALUATION OF PROPOSAL: The evaluation of the Proposals shall be based on the Respondent's actual Pre-Construction Phase Fee, Construction Phase Fee, General Conditions and other requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the City. The award will be based on best overall value to the City.

1.9 CITY'S RESERVATION OF RIGHTS: The City reserves the right to reject any and all Proposals and temporarily or permanently abandon the Project. City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.10 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by the City.

1.11 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP shall be at the sole risk and responsibility of the respondent.

SECTION 2 – REQUIREMENTS FOR PROPOSAL

Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 2 formatted as directed in Section 3. Incomplete responses will be considered non-responsive.

2.1 CRITERIA ONE: RESPONDENT'S PROJECT EXECUTION PLAN FOR THIS PROJECT

2.1.1 Provide an organizational chart for all phases of the project. Confirm in graphic form the proposed Project assignments, lines of authority and communication for each member and the estimated percent of time these individuals will be involved in this Project for Pre-Construction Services as well as Construction Phase Services.

2.1.2 Describe your ability and desire to self-perform work on this Project, and the method for determining yourself as the "best value" through a competitive proposal process.

2.2 CRITERIA TWO: RESPONDENT'S DESIGN METHODS

2.2.1 Demonstrate your use of modern design methods, such as BIM, to derive design from, for visualization, system coordination, clash detection, minimize changes, eliminate delay and provide the City a model for use in operations and maintenance.

2.3 CRITERIA THREE: RESPONDENT'S ESTIMATING AND COST CONTROL MEASURES FOR THIS PROJECT

2.3.1 We desire to achieve the lowest GMP to deliver the Program within Class 'A' commercial quality expectations as soon as possible at Design Development phase. While a DBBL/budget of $6.2M is envisioned, preference will be given to the most cost-effective economical solution.

2.4 CRITERIA FOUR: RESPONDENT'S PROJECT PLANNING AND SCHEDULING FOR THIS PROJECT

2.4.1 Provide a CPM Milestone schedule for this Project including Design and Construction which will meet or improve on substantial completion date. Identify specific critical process, phases, milestones, approvals, and procurements anticipated.

2.5 CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE ON SIMILAR PROJECTS

2.5.1 Provide examples of site plans, floor plans, BIM views, animations or simulations, and presentation or photographic images or other tools that would assist in communicating concept intent to City.

2.6 CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE PROJECT AND THEIR DEMONSTRABLE ABILITY TO CONVEY CONCEPTS

2.6.1 Confirm that architectural representation of project design in the context of its environment is achievable.

2.7 CRITERIA SEVEN: RESPONDENT'S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT

2.7.1 Describe how you will measure the quality of service provided to the City for this Project, and describe your warranty service support philosophy and warranty service implementation plan for this Project.

2.7.2 Provide reference letters from three (3) clients identified in Section 3.4 of the previously issued RFQ that describe your response to, and performance on, warranty services AFTER substantial completion.

2.8 CRITERIA EIGHT: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT

2.8.1 Identify the quality control and commissioning team, their duties, city(s) of residence and their objectives for this Project.

2.7.3 Describe how your quality control team will measure the quality of construction performed by trade contractors on this Project, and how will you address non-conforming work, particularly the closeout performed by the major subcontractors.

2.9 CRITERIA NINE: REPONDENT'S PRICING AND DELIVERY PROPOSAL

2.9.1 Complete the attached "Pricing and Delivery Proposal" form.

CRITERIA NINE: RESPONDENT'S PRICING AND DELIVERY PROPOSAL

Proposal of: _____
(Respondent's Company Name)

Project Name: City of Edinburg Downtown Parking Garage

RFP No.: 2025-002

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the form of Design Build Agreement with General and Supplementary Conditions, the programmatic documentation and any attachments to them, the undersigned proposes to furnish Design-Build services as required for this Project on the following terms:

a) RESPONDENT'S PRE-CONSTRUCTION PHASE FEE: The Respondent shall identify a Pre-Construction Phase Fee, pursuant to the DB Agreement.

Part I Preconstruction Services Fees		
	Pre-Design Services Phase:	$
	Schematic Design Phase:	$
	Design Development Phase:	$
	Subtotal of Fees at conclusion of GMP Commitment	$
	Construction Document Phase, including subcontract buyout:	$
	Part I Preconstruction Services Total:	$

b) RESPONDENT'S CONSTRUCTION PHASE FEE: The Respondent shall identify a Construction Phase Fee percentage, pursuant to the DB Agreement:

Part II Construction Services		
	Design-Build Contractor Construction Phase Fee	$
	Design-Build Contractor Construction Administration Fees (Design Professional CA Fees)	
	Design-Build Contractor General Conditions:	$
	Cost of Work (TO BE DETERMINED)	xxxxxxxxxxxxxxxxx
	Part II Construction Services Subtotal:	$

3.10.b.1 Using the estimated Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office, and office supply costs for the Project as listed below:

Allowable General Condition Line-Item Category		Cost
On-Site Project Management Staff	subtotal	$ _____
Bonds Permits, and Insurance	subtotal	$ _____
Temporary Project Utilities	subtotal	$ _____

Field Offices & Office Supplies	subtotal	$ _____
Equipment Rental/Miscellaneous	subtotal	$ _____

On-Site Project Management Staff and Rates Detail

Position	Quantity	Months	Monthly Salary Rate
Project Executive	_____	_____	$ _____
Project Manager	_____	_____	$ _____
Superintendent(s)	_____	_____	$ _____
Assistant Superintendent(s)	_____	_____	$ _____
Project Engineer/Expeditor(s)	_____	_____	$ _____
Field/Office Engineer(s)	_____	_____	$ _____
Field Office Support Staff	_____	_____	$ _____
CPM Scheduler	_____	_____	$ _____
Safety Coordinator/Assistant(s)	_____	_____	$ _____

c) ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

d) AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the City as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the City in a Notice to Proceed. The City reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

e) Respectfully Submitted and Certified By:

_____ _____
(Respondent's Printed Name) *(Title)*

_____ _____
(Authorized Signature) *(Date)*

State of Texas Tax Account No. _____

SECTION 3 – FORMAT OF PROPOSALS

3.1 GENERAL INSTRUCTIONS

3.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of City's needs.

3.1.2 Proposals shall be a MAXIMUM OF FIFTY (50) PRINTED PAGES. The cover, table of contents, divider sheets, RFP Pricing and Delivery Proposal do not count as printed pages.

3.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.

3.1.4 Proposals and any other information submitted by respondents in response to this RFP shall become the property of the City.

3.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

3.1.6 The City makes no representations of any kind that an award will be made as a result of this RFP. The City reserves the right to accept or reject any or all Proposals , waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in City's best interest.

3.1.7 Proposals shall consist of answers to questions and criteria subjects identified in Section 2 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.

3.1.8 Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.

3.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

3.2.1 Proposals shall be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS. 11” x 17” paper may be used and counted as one sheet, if folded and bound into the 8 ½” x 11” binder.

3.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFP will be used by the City for evaluation.

3.2.3 Separate and identify each criteria response to Section 2 of this RFP by use of a divider sheet with an integral tab for ready reference.

3.3 TABLE OF CONTENTS:

3.3.1 Submittals shall include a “Table of Contents” and give page numbers for each part the Qualifications.

3.4 PAGINATION:

3.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

DESIGN-BUILD CRITERIA REPORT

EDINBURG DOWNTOWN PARKING GARAGE

January 28, 2025

BROWNSTONE CONSULTANTS

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Scope of Work Narrative

REQUEST FOR QUALIFICATIONS FOR

DESIGN-BUILD SERVICES

RFQ #045-09-AO/Q

Downtown Parking Garage

General Scope of Work:

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 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.

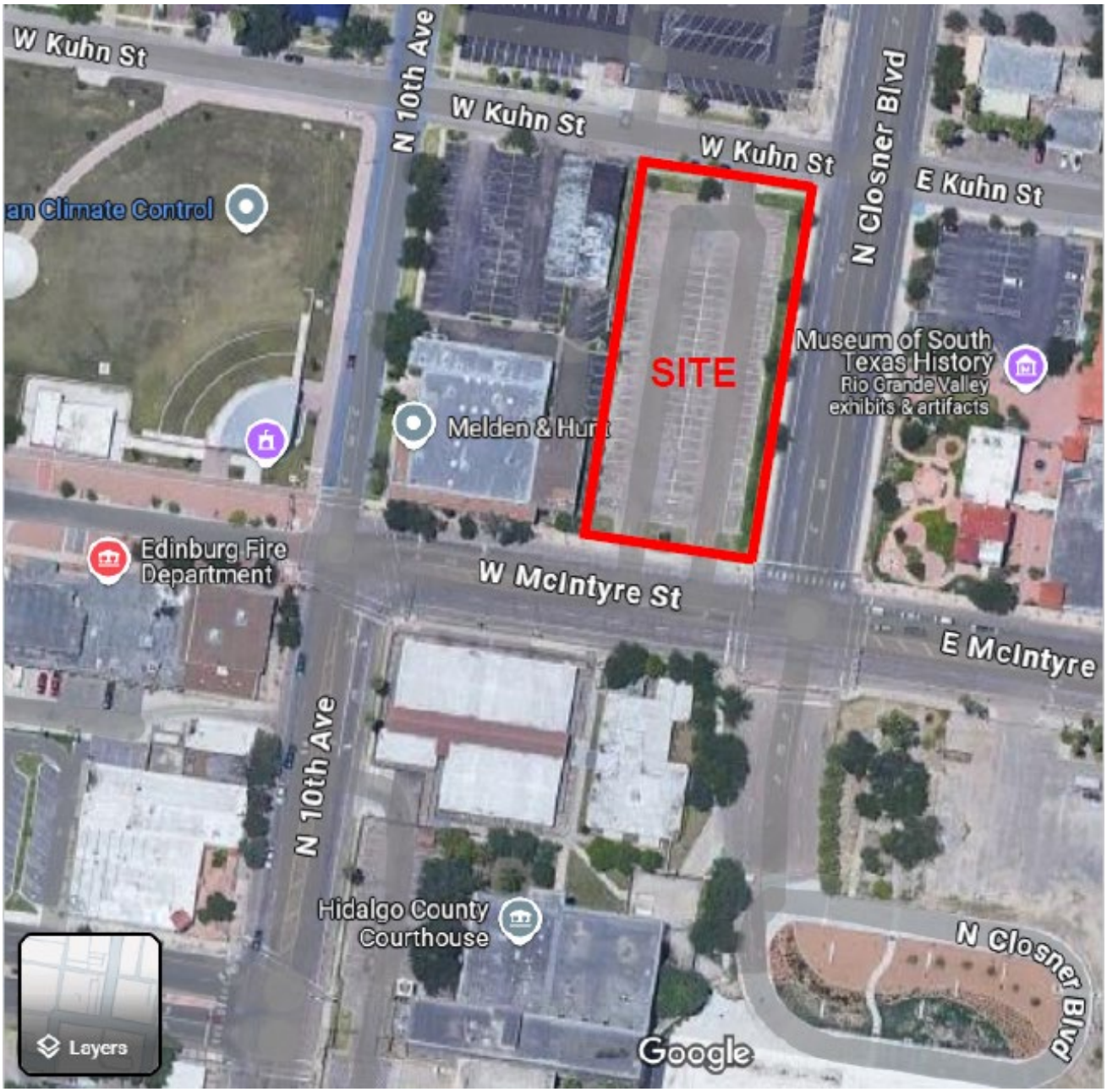
The approximately 256 parking spaces parking garage will provide free admission parking to support several entities and functions in downtown Edinburg. This total includes sixty-three surface parking spaces including handicap spaces on multiple levels.

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.

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.

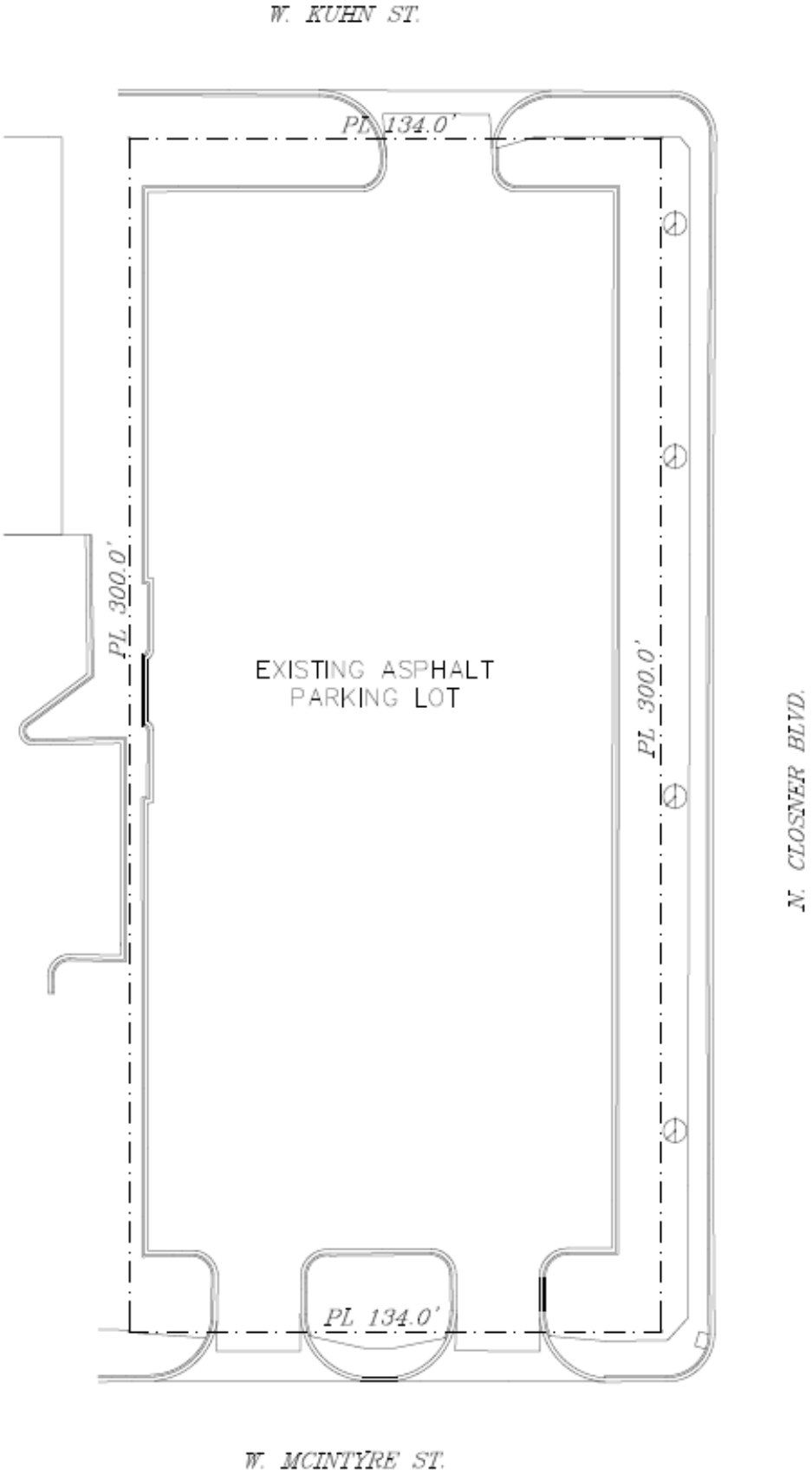
Site Plan (Google Earth image)



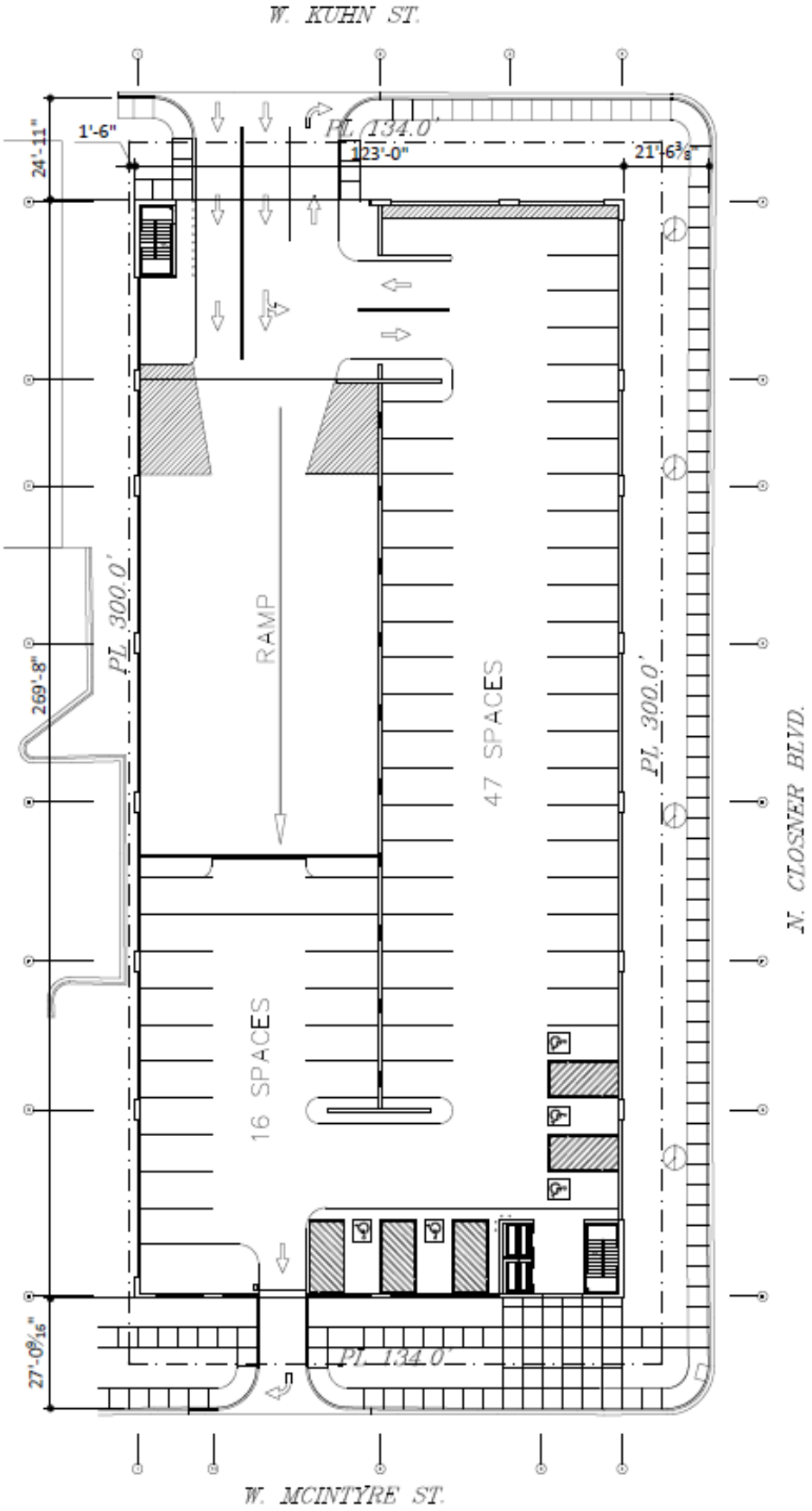
LOCATION MAP

Building Floor Plans

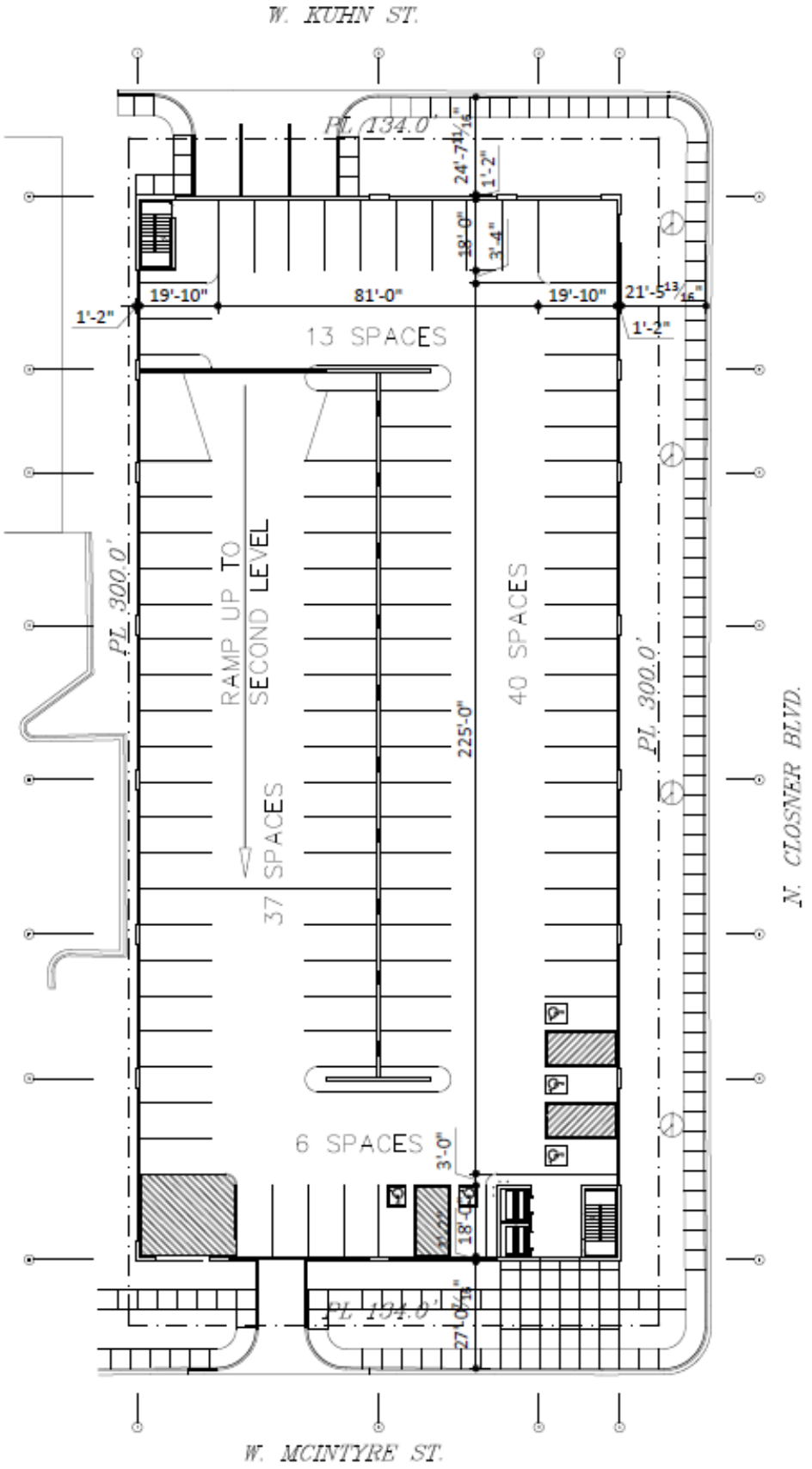
EXISTING SITE PLAN



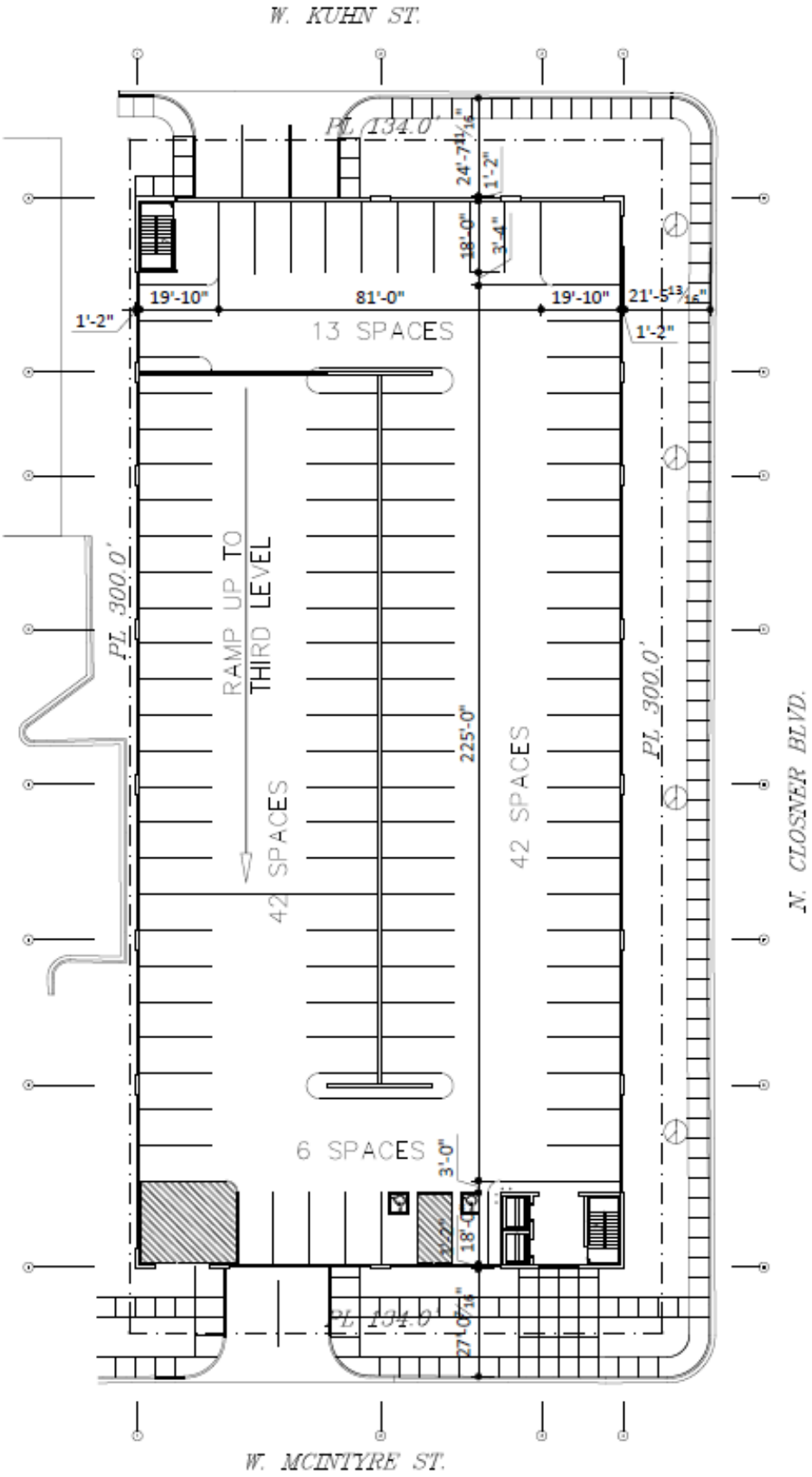
GROUND LEVEL PLAN – 52 SPACES



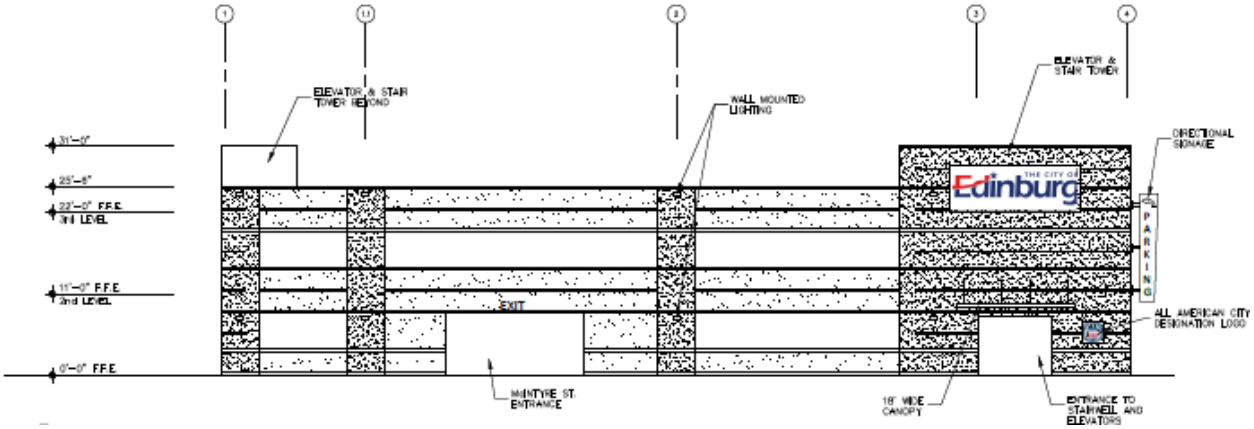
SECOND LEVEL PLAN- 96 SPACES



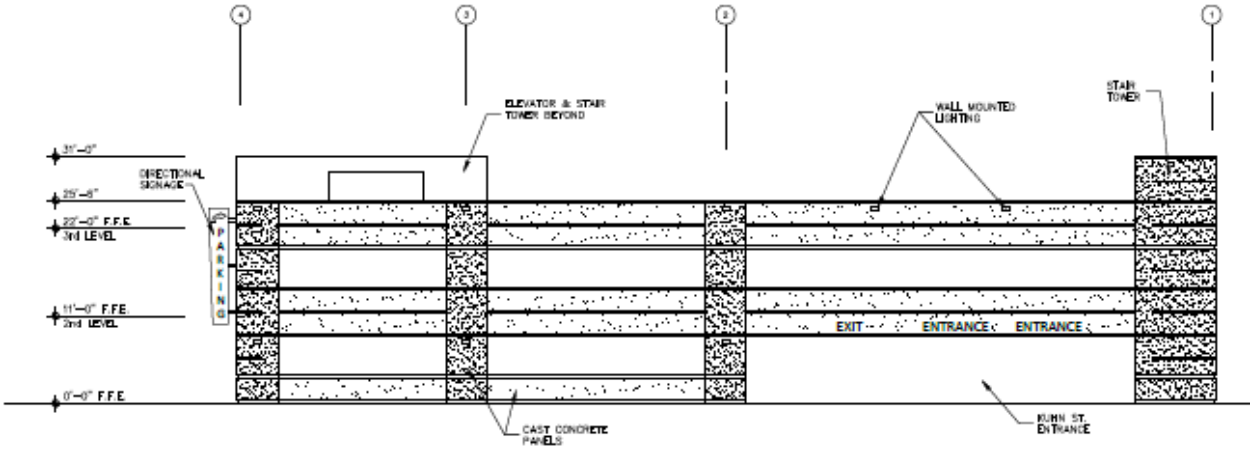
THIRD LEVEL PLAN – 103 SPACES



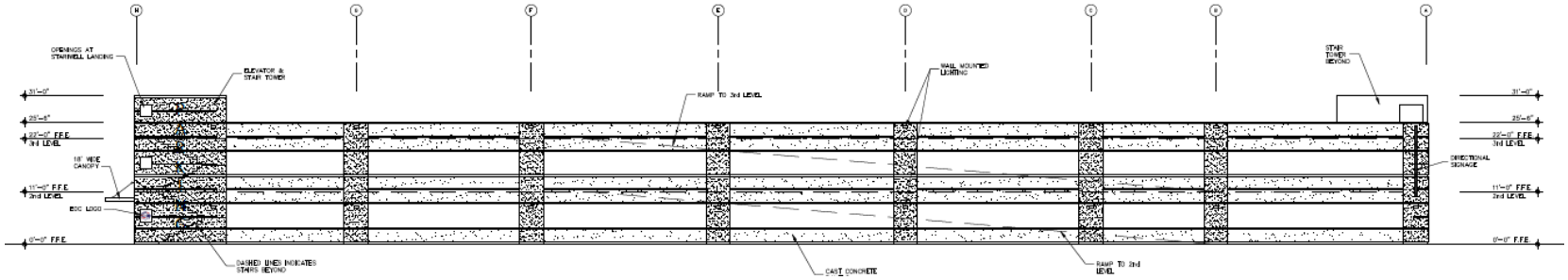
SOUTH ELEVATION – McINTYRE ST.



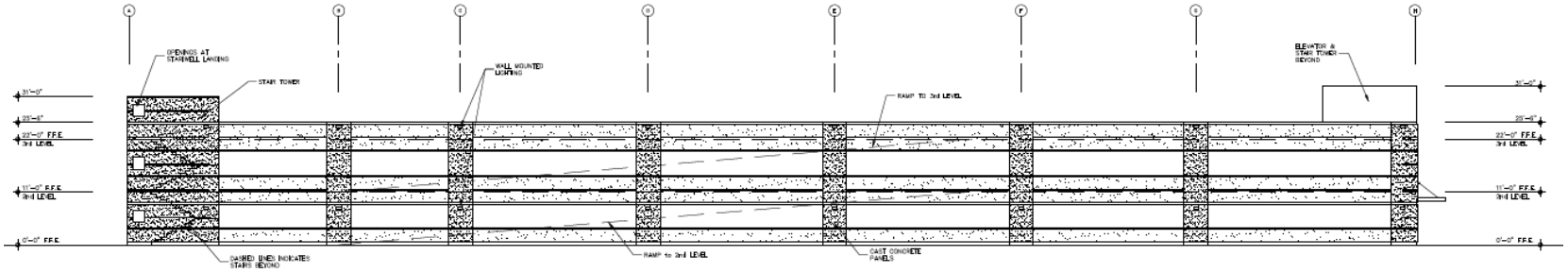
NORTH ELEVATION – KUHN ST.



EAST ELEVATION – N. CLOSNER



WEST ELEVATION



Concept Renderings

PARKING

April 18, 2022
Revised April 21, 2022

METES AND BOUNDS DESCRIPTION
0.923 OF ONE ACRE OUT OF
LOTS 7-17, AND THE EAST 9.0 FEET OF LOT 18
AND THE ALLEY LYING SOUTH OF LOT 12,
AND NORTH OF LOTS 13-18, BLOCK 210,
EDINBURG ORIGINAL TOWNSITE
EDINBURG, TEXAS
HIDALGO COUNTY, TEXAS

A tract of land containing 0.923 of one acre situated in the City of Edinburg, Texas, Hidalgo County, Texas, being out of Lots 7-17, and the East 9.0 feet of Lot 18, and the Alley lying South of Lot 12, and North of Lots 13-18, Block 210, Edinburg Original Townsite, according to the plat thereof recorded in Volume 1, Page 23, Hidalgo County Map Records, which said 0.923 of one acre was conveyed to the City of Edinburg by virtue of a Special Warranty Deed recorded under Document Number 3276502, Hidalgo County Official Records, said 0.923 of one acre also being more particularly described as follows:

BEGINNING at a No. 4 rebar set on the Southeast corner of said Lot 13, Block 210, and the existing West right-of-way of N. Closner Boulevard and the existing North right-of-way of W. McIntyre Street for this herein described tract;

1. THENCE, N 81° 08' 29" W, along the North right-of-way line of W. McIntyre Street, and the South line of said Lots 13-18, Block 210, a distance of 134.00 feet to a No. 4 rebar found [Northing: 16,635,481.861, Easting: 1,094,731.162] on the Southeast corner of a certain tract of land conveyed to Golden Jersey Properties, L.L.C. by virtue of a Deed of Trust, recorded under Document Number 1630047, Hidalgo County Official Records, for the Southwest corner of this tract;

2. THENCE, N 08° 51' 31" E, along the East line of said Golden Jersey Properties, L.L.C. tract, at a distance of 142.00 feet pass the North line of said Lot 18, Block 210, at a distance of 150.00 feet pass a No. 4 rebar found on line, at a distance of 158.00 feet pass the Southwest corner of said Lot 12, Block 210, continuing a total distance of 300.00 feet to a No. 4 rebar found on the Northeast corner of said Lot 7, Block 210, and South right-of-way line of W. Kuhn Street, for the Northwest corner of this tract;

3. THENCE, S 81° 08' 29" E, along the South right-of-way of W. Kuhn Street and North line of said Lot 7, Block 210, a distance of 134.00 feet to a No. 4 rebar set on the Northeast corner of said Lot 7, Block 210 and South right-of-way line of W. Kuhn Street and West right-of-way line of N. Closner Boulevard, for the Northeast corner this tract

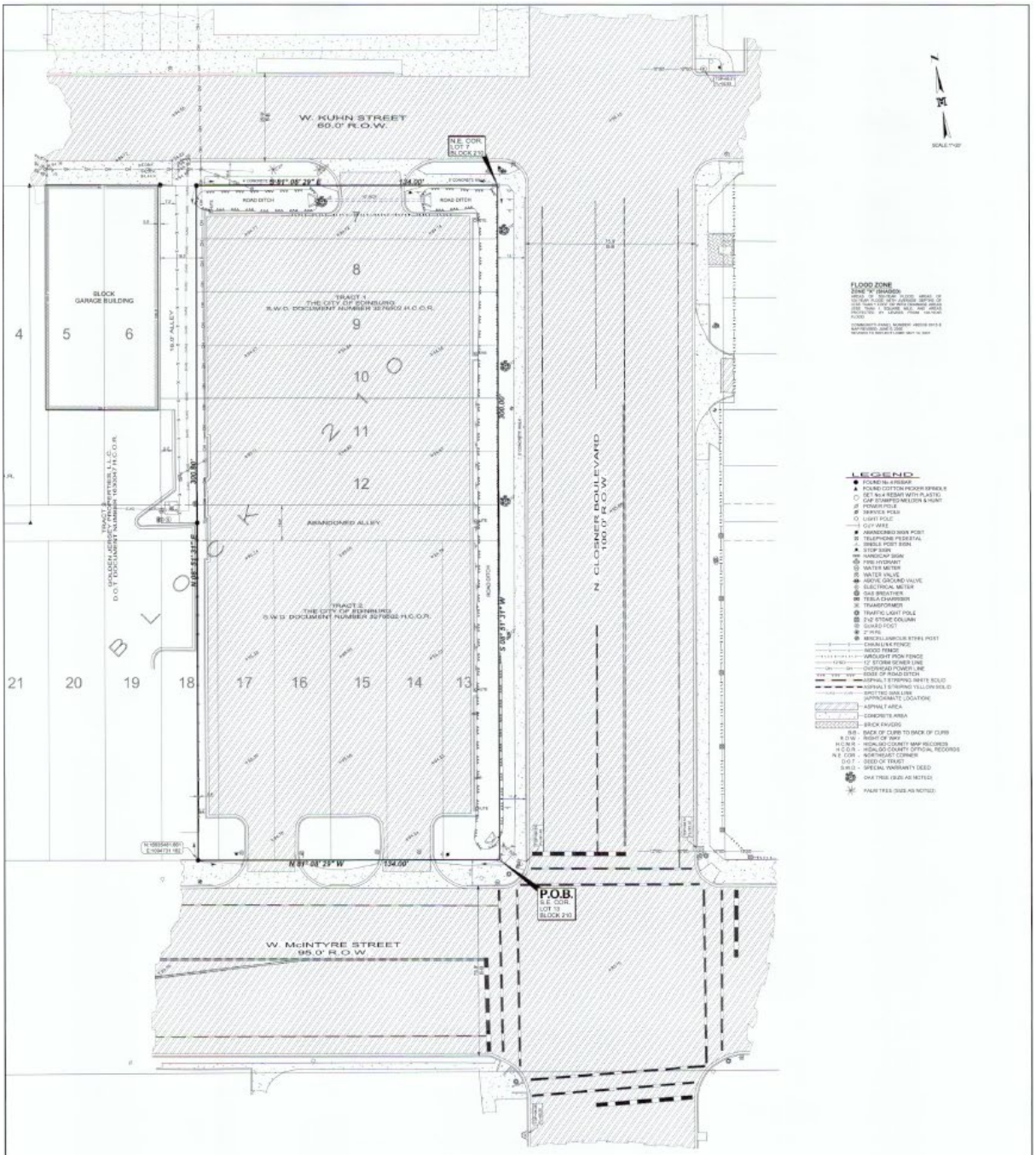
4. THENCE, S 08° 51' 31" W, along the East line of said Lots 7-13, Block 210, at a distance of 142.00 feet pass the South line of said Lot 12, Block 210, at a distance of 158.00 feet pass the North line of said Lot 13, Block 210, continuing a total distance of 300.00 feet to the POINT OF BEGINNING and containing 0.923 of one acre of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 2/28/2022 UNDER MY DIRECTION AND SUPERVISION.

04/21/2022

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE:

Z:\Surveys\2022\22404\Metes & Bounds\0.978 acres_Metes and Bounds.docx



PLAT SHOWING
0.923 OF ONE ACRE
[40,200.000 Sq. Ft.] OUT OF
LOTS 7-17, AND THE EAST
9.0 FEET OF LOT 18, AND
ALLEY LYING SOUTH
OF LOT 12, AND
NORTH OF LOTS 13-18, BLOCK 210,
EDINBURG ORIGINAL TOWNSITE
VOLUME 1, PAGE 23 H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 2/28/22 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6233 DATE

STATE OF TEXAS
ROBERTO N. TAMEZ
6233
REGISTERED
LAND SURVEYOR

Job No.	22404.08
DRAWING DATE:	4/18/2022
DRAWN BY:	J.G./R.M.
File Name:	22404.08
T-1144, PG:	29-28

REVISION	DATE	BY

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX. 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

THE CITY OF Edinburg

RFP 2025-002 - Downtown Parking Design-Build Services
Opening Date: Feb. 27, 2025 at 3:00 p.m.

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	AVG Score	Total Points
Broaddus Construction	136	138	133	148	144	140	699
CATAMOUNT CONSTRUCTORS, INC.	130	123	129	80	139	120	601
Econ Group, LLC	130	125	124	107	137	125	623
Gerlach Builders LLC dba WIL-CON	128	132	133	135	142	134	670
Holchemont, Ltd.	94	102	108	69	126	100	499

BROWNSTONE
CONSULTANTS

March 13, 2025
Mr. Mardoqueo Hinojosa
City Engineer
415 W. University Dr.
Edinburg, TX 78539

Subj: RFP 2025-002 Downtown Parking Garage Design Build Services

RE: Recommendation to Negotiate with Highest Ranked Respondent

The City of Edinburg solicited proposals in accordance with Texas Government Code Chapter 2267, Subchapter G, for the selection of a design-build firm. The process followed a two-step approach, with the City Council advancing five initial respondents to Step Two on February 4, 2025. Proposals from these respondents were received on February 27, 2025, and evaluated by a selection committee consisting of four City of Edinburg executive staff members and one representative from our organization.

Step Two of the evaluation included a technical submission, pricing, delivery schedule, and presentations from the five firms. The selection committee scored each respondent based on the criteria outlined in the request for proposals and presentations.

The attached scoring summary matrix reflects the collective evaluations performed by the selection committee, identifying Broaddus Construction as the top-ranked respondent. Based on this ranking and the established selection criteria, Brownstone Consultants recommends selecting Broaddus Construction as the best-value provider for the City of Edinburg.

Upon approval by the City of Edinburg, the next step will be to commence negotiations with the selected firm, ensuring the final agreement does not exceed the proposed best-value amount.

Please feel free to contact me with any questions or if additional information is required.

Sincerely,

Carlos Del Angel PMP, CCM

Downtown Parking Garage Project

Fund 140 - 2021A Series
Budget - $6,200,000

Proposed Fee Schedule Cost Comparison

Pre-Construction Phase Services	**Broaddus Construction**	**Catamount Constructors**	**Econ Group, LLC**	**Gerlach Builders**	**Holchemont**
Pre-Design Services	$ 42,950.00	$ 54,133.00	$ 24,850.00	$ -	$ 110,600.00
Schematic Design	$ 81,450.00	$ 77,556.00	$ 74,550.00	$ 76,500.00	$ 165,900.00
Design Development	$ 103,250.00	$ 125,317.00	$ 114,310.00	$ 76,500.00	$ 276,500.00
Subtotal of Fees at conclusion of GMP	$ 227,650.00	$ 257,006.00	$ 213,710.00	$ 153,000.00	$ 553,000.00
Construction Document Phase	$ 95,600.00	$ 214,126.00	$ 198,800.00	$ 77,500.00	$ 53,300.00
Part 1 Total	$ 323,250.00	$ 471,132.00	$ 412,510.00	$ 230,500.00	$ 606,300.00
	2nd Lowest		3rd Lowest	***Lowest***	
Construction Services					
Design-Build Construction Phase Fee	$ 160,262.00	$ 269,700.00	$ 310,000.00	$ 248,000.00	$ 402,000.00
Design-Build Construction Administration Fees	$ 76,800.00	$ 128,690.00	$ 84,490.00	$ 81,120.00	$ 274,000.00
Design-Build Contractor General Conditions	$ 868,811.00	$ 730,571.36	$ 496,000.00	$ 311,930.00	$ 498,500.00
Part 2 Total	$ 1,105,873.00	$ 1,128,961.36	$ 890,490.00	$ 641,050.00	$ 1,174,500.00
	3rd Lowest		2nd Lowest	***Lowest***	
Part 1 + Part 2 Totals	$ 1,429,123.00	$ 1,600,093.36	$ 1,303,000.00	$ 871,550.00	$ 1,780,800.00
	3rd Lowest		2nd Lowest	***Lowest***	
City Budget	**$ 6,200,000.00**	**$ 6,200,000.00**	**$ 6,200,000.00**	**$ 6,200,000.00**	**$ 6,200,000.00**
Construction Funds Based on RFP fees	$ 4,770,877.00	$ 4,599,906.64	$ 4,897,000.00	$ 5,328,450.00	$ 4,419,200.00
At interview, each team was asked if with the remaining funds the project was feasible.	Yes	No	No	Yes	Did not know

BROADDUS
CONSTRUCTION

City of Edinburg

Request for Proposal
Downtown Parking Garage
Design-Build Services
RFP No.: 2025-002
February 27, 2025

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2.1: Project Execution Plan

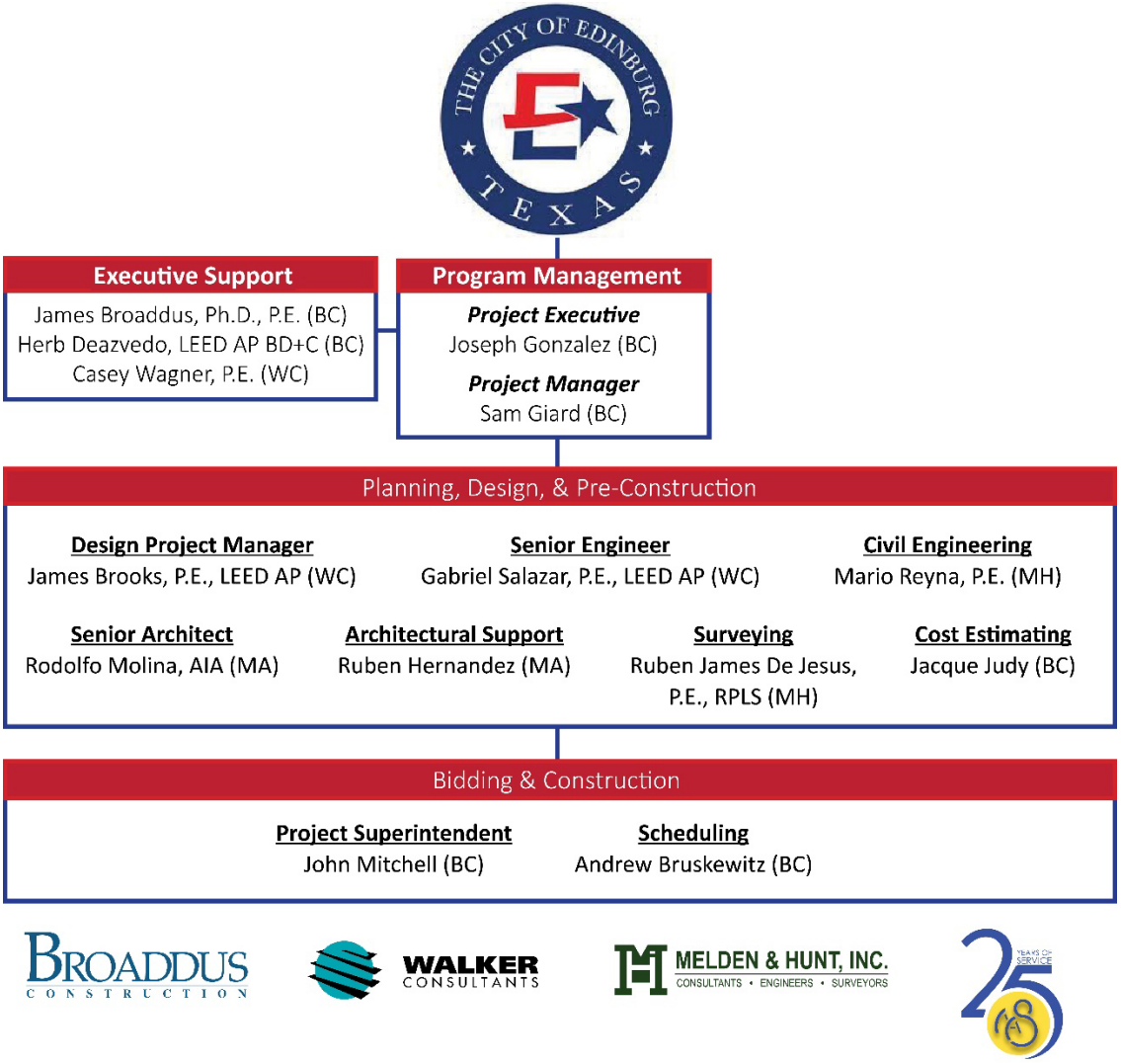
2.1.2: Ability to Self-Perform

Broaddus Construction is a general contracting firm and does not regularly self-perform any trades and instead focuses on management of the entire construction process and lets the trades focus on being the experts in executing the physical work production.

We understand some competitors may self-perform trades such as concrete, framing, etc. While this may lead to lower general contracting fees as they are also able to profit from self-performing trades, we feel the resulting self-performing work can suffer in quality.

The organization chart shown below in **Exhibit 1** illustrates the proposed personnel and lines of communication for this engagement. ***This team is local to Edinburg and ready to get started!***

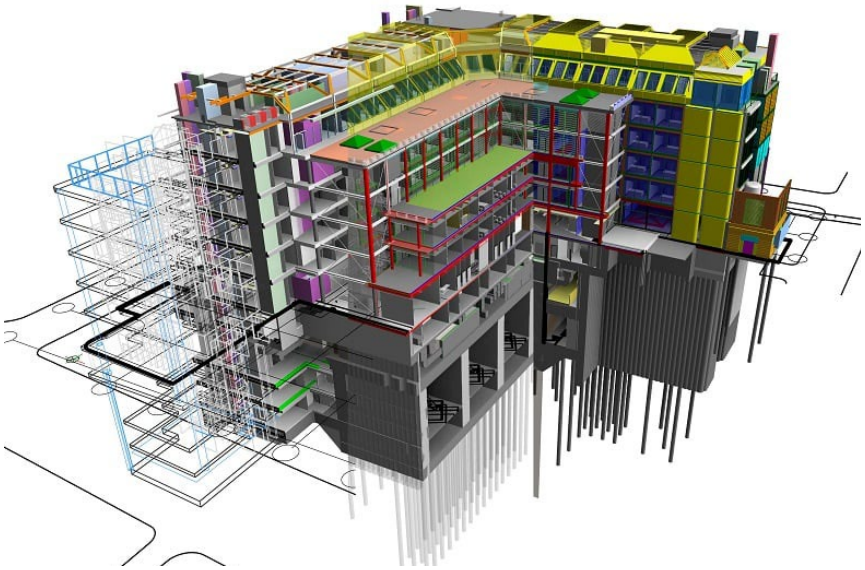
Exhibit 1. Broaddus Construction Organizational Chart



2.2: Design Methods

2.2.1: Modern Design Methods

Broaddus Construction, together with our D-B team, will lead BIM coordination meetings during preconstruction. Our goal is to collaborate with all stakeholders and preplan work to avoid conflicts and delays that may surface during construction. Our BIM process will leverage clash detection between multiple disciplines to eliminate system clashes in the model rather than field. Constructability, methods, and processes will be assessed by the team and documented in Procore.



Walker Consultants

Walker utilizes BIM360 for live collaboration of plan development via Revit modeling among design team members. Walker minimizes changes by being a design firm that specializes in the design of parking structures (vs generalists for all structures). Additionally, they have developed a Level of Service design methodology for geometry, garage flow capacity, and queuing to prevent permanent functional issues resulting from 'rule of thumb' or 'industry standard' approaches to parking design. Walker has published this and other parking design and ownership considerations via *'Parking Structures, 3rd Edition'* and *'Shared Parking, 3rd edition'*.

Milnet Architectural Services

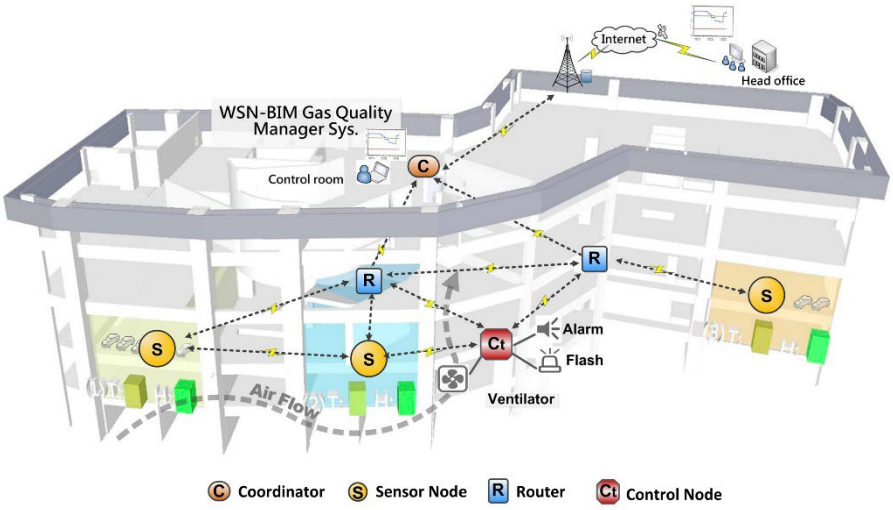
Since 2011, Milnet has leveraged BIM on most projects, yielding exceptional results. By adopting BIM, they have gained a significant competitive edge that empowers them to secure and execute larger projects with remarkable efficiency. This innovative approach not only enhances in-house resource management but also delivers greater design clarity to clients, ultimately ensuring their satisfaction and success.

BIM software has allowed us to produce better quality information at every stage of the design process and has saved considerable time compared with previous experiences of 2D CAD. Clients love the idea of viewing a 3D model so that they can be involved in the design at an early stage. They understand the concept and value of BIM because it helps them visualize the building much better than with 2D drawings.

Broaddus Construction will select qualified subcontractors to ensure that BIM goals are achieved. Our trade partners will be expected to provide detailed model data to visualize systems such as lighting, piping, and structural members. We will rely on the design model provided to represent elements such as the structure, elevator, electrical, plumbing and life safety.

BIM Benefits

Benefits and advantages of the BIM process include:



- **Visualization.** BIM provides a 3D visual representation of the project design, systems, materials, and components. This helps us understand the spatial relationships and interactions between systems.
- **Clash Detection.** BIM software identifies clashes between different systems or components early in the design phase, minimizing conflicts and delays that could arise during construction.
- **Communication & Collaboration.** The 3D model is a centerpiece of coordination among trades, allowing shared information and updates for efficient resolution of issues.
- **Schedule.** By eliminating conflicts during the preconstruction phase, the construction phase is less likely to experience delay.
- **Quantities & Estimation.** BIM can assist with verification of quantity takeoff, aiding in cost estimation and procurement.
- **As-Builts / Facility Management.** The BIM model will be updated with as-built conditions. This can help facility managers understand the building's maintenance and operation needs.

BIM Coordination

Weekly Coordination Meetings

During the preconstruction phase, we will lead weekly coordination meetings with major subcontractors and design personnel. The agenda will prioritize identification of potential trade conflicts followed by proactive collaborative solutions. ***Our focus is to collaborate and preplan with all stakeholders to solve clash issues during the design phase.***

Clash Detection

Broaddus Construction will leverage BIM clash detection to avoid rework in the field. We will lead the effort to identify potential clashes between multiple disciplines. With subcontractor attendance and input, clash detection will be an emphasis in the weekly meetings, allowing the team to take corrective action. ***By eliminating system clashes in the model rather than field, we will reduce the risk of construction phase conflicts and delays.***

Constructability Report

Our goal throughout the construction process is to ensure the project will be completed on time, on budget, and with great quality. Early collaboration by the contractor is key to delivering a successful project. Constructability studies will be an ongoing effort throughout preconstruction. We will assess design and construction factors as well as consider long-term operation and maintenance goals.

Key Takeaway

Research has shown that utilization of constructability, (Best Practice) in a formal program saves projects an average of 5% in total construction costs.

Before

After

2.3: Estimating & Cost Control Measures

2.3.1: Cost Estimating

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.

Broaddus Construction's approach for estimating costs during schematic, design development, and construction document phases combines experience, Best Practices, and a commitment to bringing projects into budget while maintaining quality. Our collaborative approach with one of the nation's leading subject matter experts in parking garage design, combines real-time efficient design with effective cost estimating. As an example, Walker will provide options for an efficiently framed precast parking structure by educating the project team on the available module sizes by major precast firms in the state. Making a precast parking structure one foot too long or short can result in the former being a premium and the latter achieving less square footage for actual parking. Walker's Texas offices have representative example parking structures constructed over the last 5 years ranging from $9,800/space to $67,000/space. Providing a structure of the appropriate Level of Service (based on user group and area design/85th percentile vehicle by size) versus the desire for maximum stall/square foot efficiency is critical to the successful long-term satisfaction with a parking structure

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/Design Assist.** 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.

City of Waxahachie | Downtown Parking Garage | Waxahachie, TX

2.4: Project Planning & Scheduling

2.4.1: Milestone Schedule

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.

Our in-house Scheduling Manager works with our project teams to combine years of experience and technology to build a roadmap for project success. Primavera P6 is utilized for scheduling software, and the latest schedule is always available in the Procore schedule tool for the project team. We also perform schedule analytics and validation using Schedule Validator.

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 the **City of Edinburg** to assist review and tracking. The steps involved in developing a CPM schedule include:

- **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.

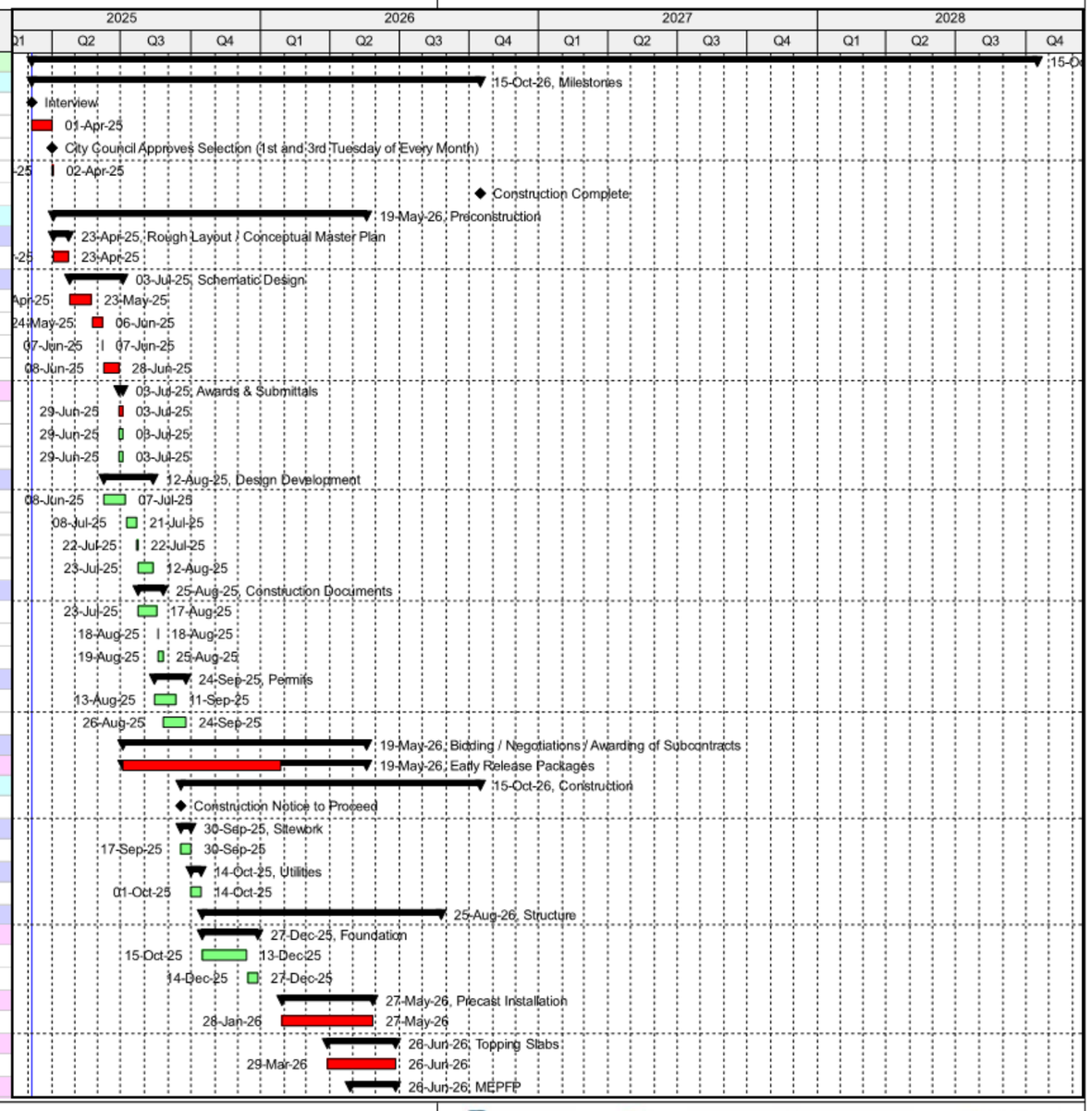
Schedule Enhancements

Broaddus Construction has already identified some opportunities that will assist with timely project delivery. Currently, electrical switch gear and similar electrical equipment have been driving schedules on parking structures. These items are within the critical path and we would recommend utilizing multiple GMP's for early procurement of such items including elevators and pre-casters. Early procurement of a pre-caster is also beneficial to the project by utilizing an early design package, they can concurrently design their precast elements to generate shop drawings and calculations, securing an earlier precast production slot.

Exhibit 2. Milestone Schedule

City of Edinburg Downtown Parking Garage — RFP 2025-002 — 27-Feb-25 12:02

Activity ID	Activity Name	Original Duration	Start	Finish
City of Edinburg Downtown Parking Garage		1320	06-Mar-25	15-Oct-28
Milestones		588	06-Mar-25	15-Oct-26
MS-1000	Interview	0	06-Mar-25	
MS-1010	Final Selections and City Council Approval	27	06-Mar-25	01-Apr-25
MS-1020	City Council Approves Selection (1st and 3rd Tuesday of Every Month)	0		01-Apr-25
MS-1030	Contract Award / NTP	1	02-Apr-25	02-Apr-25
MS-1040	Construction Complete	0		15-Oct-26*
Preconstruction		412	03-Apr-25	19-May-26
Rough Layout / Conceptual Master Plan		21	03-Apr-25	23-Apr-25
D-RL-1000	Rough Layout / Conceptual Master Plan	21	03-Apr-25	23-Apr-25
Schematic Design		71	24-Apr-25	03-Jul-25
D-SD-1000	Schematic Design Devolopment	30	24-Apr-25	23-May-25
D-SD-1020	Schematic Design Preconstruction Estimate	14	24-May-25	06-Jun-25
D-SD-1010	Schematic Design Presentation to City	1	07-Jun-25	07-Jun-25
D-SD-1030	GMP-1 Early Procurement of Long Lead Items	21	08-Jun-25	28-Jun-25
Awards & Submittals		5	29-Jun-25	03-Jul-25
ERP-1000	GMP-1 - Early Award & Delegate Design Precaster	5	29-Jun-25	03-Jul-25
ERP-1020	GMP-1 - Early Award & Submittals Elevator	5	29-Jun-25	03-Jul-25
ERP-1010	GMP-1 - Early Award & Submittals Electrical Switch Gears and Components	5	29-Jun-25	03-Jul-25
Design Development		66	08-Jun-25	12-Aug-25
D-DD-1000	Design Development	30	08-Jun-25	07-Jul-25
D-DD-1020	Design Development Preconstruction Estimate	14	08-Jul-25	21-Jul-25
D-DD-1010	Design Development Presentation to City	1	22-Jul-25	22-Jul-25
D-DD-1030	Design Development and GMP-2 Approval	21	23-Jul-25	12-Aug-25
Construction Documents		34	23-Jul-25	25-Aug-25
D-CD-1000	Construction Documents Development	26	23-Jul-25	17-Aug-25
D-CD-1010	Construction Documents Presentation to City	1	18-Aug-25	18-Aug-25
D-CD-1020	Construction Documents Approval	7	19-Aug-25	25-Aug-25
Permits		43	13-Aug-25	24-Sep-25
PMT-1000	Civil / Utilities / Foundation Partial Permit	30	13-Aug-25	11-Sep-25
PMT-1010	Building Permit	30	26-Aug-25	24-Sep-25
Bidding / Negotiations / Awarding of Subcontracts		320	04-Jul-25	19-May-26
Early Release Packages		320	04-Jul-25	19-May-26
Construction		394	17-Sep-25	15-Oct-26
CON-NTP	Construction Notice to Proceed	0	17-Sep-25*	
Sitework		14	17-Sep-25	30-Sep-25
CON-SW-1000	Sitework Duration	14	17-Sep-25	30-Sep-25
Utilities		14	01-Oct-25	14-Oct-25
CON-UTL-1000	Utility Duration	14	01-Oct-25	14-Oct-25
Structure		315	15-Oct-25	25-Aug-26
Foundation		74	15-Oct-25	27-Dec-25
CON-FND-1000	Foundation Duration	60	15-Oct-25	13-Dec-25
CON-FND-1010	Fountation Cure Time	14	14-Dec-25	27-Dec-25
Precast Installation		120	28-Jan-26	27-May-26
CON-PI-1000	Precast Installation Duration	120	28-Jan-26	27-May-26
Topping Slabs		90	29-Mar-26	26-Jun-26
CON-TS-1000	Topping Slabs Duration	90	29-Mar-26	26-Jun-26
MEPFP		60	28-Apr-26	26-Jun-26

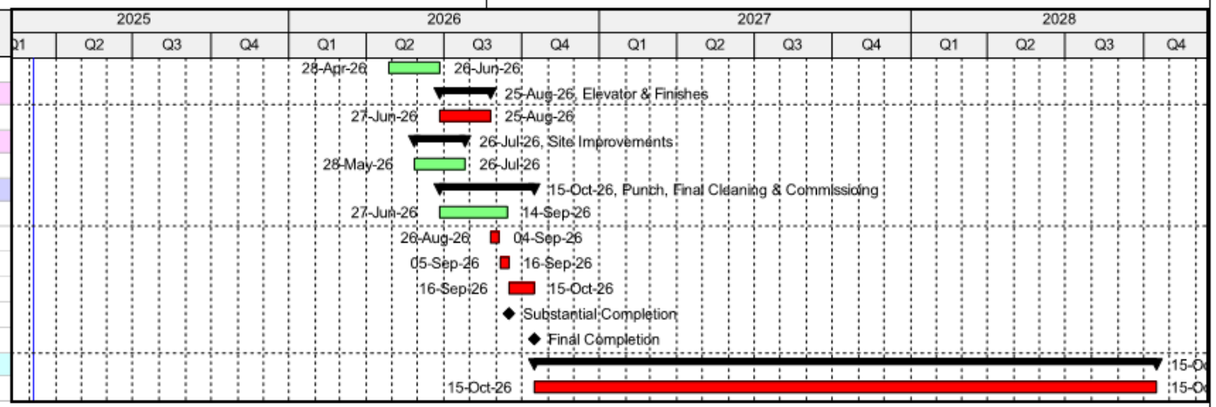


Remaining Level of Effort · Actual Work · Critical Remaining Work
Actual Level of Effort · Remaining Work · Milestone

Page 1 of 2

City of Edinburg Downtown Parking Garage | RFP 2025-002 | 27-Feb-25 12:02

Activity ID	Activity Name	Original Duration	Start	Finish
CON-MEP-100	MEPFP Duration	60	28-Apr-26	26-Jun-26
Elevator & Finishes		60	27-Jun-26	25-Aug-26
CON-ELV-1000	Elevator & Finishes Duration	60	27-Jun-26	25-Aug-26
Site Improvements		60	28-May-26	26-Jul-26
CON-SI-1000	Site Improvements Duration	60	28-May-26	26-Jul-26
Punch, Final Cleaning & Commissioing		111	27-Jun-26	15-Oct-26
CON-PN-1020	Commissioning	80	27-Jun-26	14-Sep-26
CON-PN-1000	Final Cleaning	10	26-Aug-26	04-Sep-26
CON-PN-1010	Punch	12	05-Sep-26	16-Sep-26
CON-PN-1050	Final Inspections	30	16-Sep-26	15-Oct-26
CON-PN-1030	Substantial Completion	0		16-Sep-26
CON-PN-1040	Final Completion	0		15-Oct-26
Warranty		732	15-Oct-26	15-Oct-28
WRNT-1000	2-Year Warranty	732	15-Oct-26	15-Oct-28



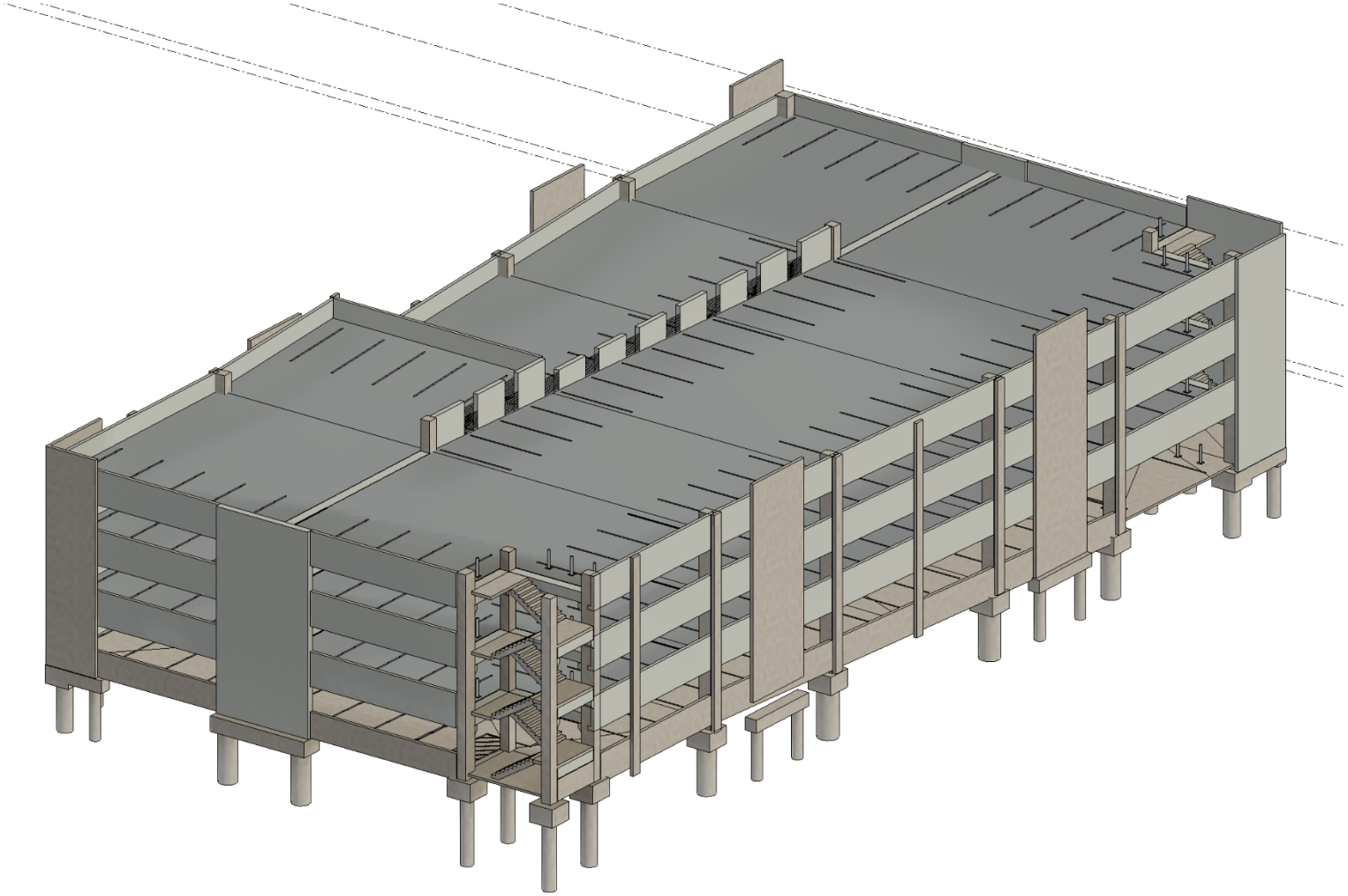
Remaining Level of Effort | Actual Work | Critical Remaining Work
Actual Level of Effort | Remaining Work | Milestone

Page 2 of 2

2.5: Past Performance on Similar Projects

2.5.1: Relevant Examples

City of Temple | 1st Street Garage | Temple, TX



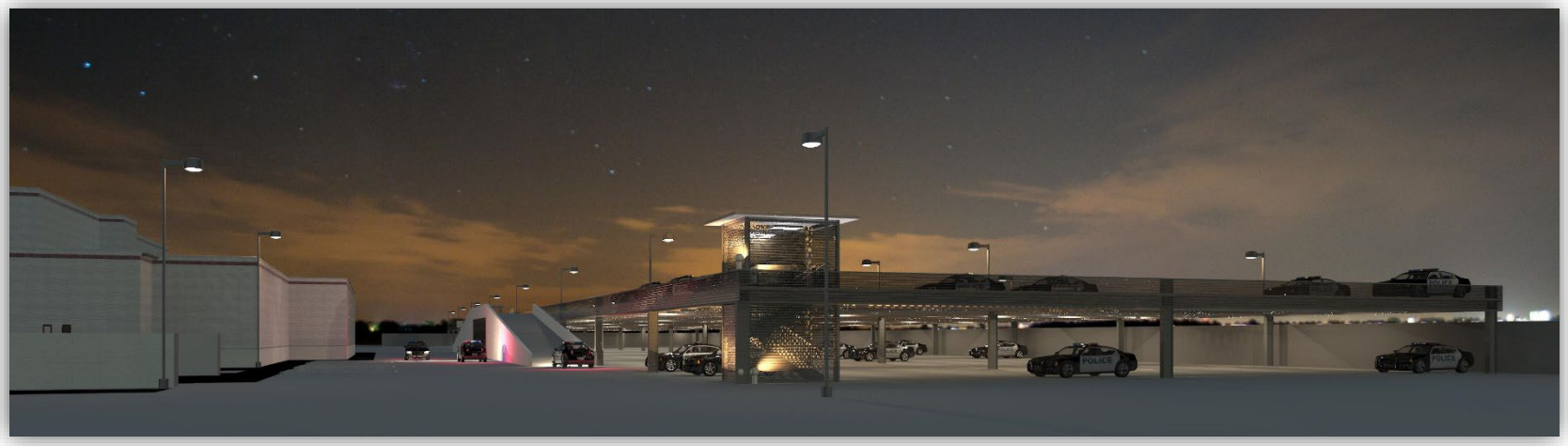
Structure was built within 2-ft of and surrounded by 100-year-old unreinforced masonry structures that the city needed the contractor to not damage. Walker's restoration engineer provided maximum vibration limits before damage of these structures would be anticipated by ongoing construction activities. Vibration monitoring devices were installed at several locations such that if the contractor approached these values an email was sent to the team for them to stop activities and reassess tools utilized.

Walker worked with Architect to relocate shear walls to exterior of building. This eliminates sight triangle obstruction in the turning movements, a safety item where pedestrians/vehicles cannot see each other through a solid concrete wall.

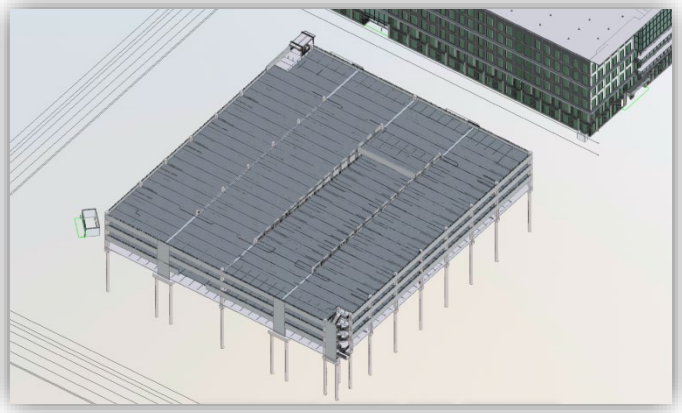
Project utilized PCI certified thin brick veneer cast into the precast panel by the precaster. Eliminated the need for an architectural mason on the project, along with associated support substrates.

WALKER CONSULTANTS

City of McAllen | Public Safety Building Parking Garage Addition | McAllen, TX



3300 Olympus Blvd. | Parking Garage | Coppell, TX



2.6: General Understanding & Ability to Convey Concepts

2.6.1: Achievable Design

The location of the new parking garage in downtown **Edinburg** is ideal because the lot is bordered by three city streets, giving ample opportunity for access to the garage. Furthermore, the existing asphalt parking lot limits the need for demolition, which means construction can begin sooner. This site is in a very similar surrounding environment to the City of Temple parking garage highlighted in **Section 5.2.1.** The **Edinburg** parking garage will benefit the new courthouse and neighboring businesses in the area, allowing local businesses to develop. The garage will blend into its surroundings due to its modest 3-level scale and provide the **City of Edinburg** with the aesthetic of a major city's landscape.

2.7: Warranty & Service Support Program

2.7.1: Quality Measurement

Quality Requirements & Means of Measurement

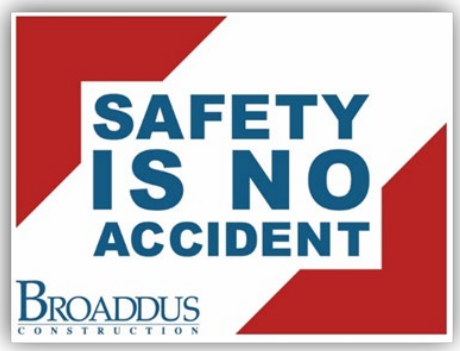
Our team develops process flow charts that detail how quality control and quality assurance programs are managed by working specifically with our clients to ensure these programs are properly tailored.

- A/E Document Quality Control Program
  - Dedicated Time in Design Schedule for Coordination
  - Feasibility & Courtesy Reviews
  - Check Sets
  - Submittal Review Process
  - Request for Information Process
  - "On-Monitor" Progress Review Quality Meetings with PM & Owner
  - Architect's Deliverables/Document Submission Requirements
  - Mockups
- Construction Manager Document Quality Control Program
  - Design-Assist Subcontractor Involvement Approach
  - Target Value Engineering Approach
  - Contractor QA/QC Plans
  - Inspection & Testing Plans
  - Pre-Installation Check Lists
  - Field Observation Approach
  - Work Schedule Reviews by Superintendents
  - Subcontractor Compliance
  - Reporting, including Non-Conformance Reports
- Owner/Project Manager Design Document Phase-by-Phase Review Plan
  - Project Definition Rating Index
  - Owner Goals & Objectives/Functional & Space Program/Project Definition Compliance
  - DD & CD Document Reviews
  - Peer Reviews
  - Constructability Review
- Field Inspection Plan
  - Materials Testing
  - Exterior Wall Physical Mockup Testing
  - Enclosure/Roof Inspection
  - Air Balance/Pressure Testing
  - Building Systems Commissioning
  - Concrete, Masonry, & Steel Inspection

Establishing Quality Assurance Processes

We implement our quality assurance management 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.
- **Functional/Space Program (F/SP) Confirmation.** The F/SP must yield a building size that can be built within the program budget. The goal of the F/SP confirmation step is to ensure that all these competing demands have been met as well as ensuring all required spaces are included. Required spaces are often left out of functional and space programs, resulting in subsequent space forecasts that are undersized.
- **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.

Warranty Service Support Philosophy

A strong construction management team understands that the team's accomplishments can quickly be forgotten if the warranty response process is not actively managed. **Broaddus Construction** understands the requirements of the university and will lead the charge as the project transitions from the construction phase into building operations. Our team is committed to actively managing the warranty claims process, providing timely and effective repairs or replacement of equipment and systems as issues are identified by facilities management.

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.

Part of the project closeout documentation for the project will be a comprehensive list of equipment and system warranties. All equipment with warranty durations longer than one year will include complete contact information that the university can use to file claims on any defects affecting those systems that occur after the 1-year warranty expiration for the building. Some examples include major HVAC equipment, roofing, and other products that include longer duration warranty coverage.

2.7.2: Letters of Reference

South Texas Collaborative for Housing Development, Inc.

A Non-Profit Fostering Safe and Affordable Housing

July 30, 2024

Re: Broaddus Construction Company

Greetings:

The South Texas Collaborative for Housing Development, Inc., is an affordable housing developer located in the Rio Grande Valley. We have developed 900 units consisting of six (6) different properties.

The Broaddus Construction Company was selected to construct the last two projects. Broaddus completed the developments on time and within budget. Broaddus was able to complete the limited number of punch list items within a reasonable time frame. Broaddus was very responsive to all warranty items came up.

I am planning to use Broaddus Construction for the upcoming projects. I am pleased to recommend Broaddus Construction as a multifamily contractor as they are assisted with a talented group with an efficient delivery system.

Sincerely,

-Signed-
Sunny K. Philip
Sunny K. Philip
Executive Director

WORLD DEVELOPMENT

Please accept this letter as a recommendation for Broaddus Construction, LLC. Broaddus Construction has previously provided our team turn-key construction services of two 288-unit market rate apartment developments. The pre-construction consultation, construction quality, turnover schedule and warranty response was superb on both projects. We have recently engaged Broaddus Construction for a third multifamily project build out. We highly recommend Broaddus Construction. I am available by phone for a direct reference at (210)415-0675.

David Salazar

David Salazar
World Development

LAKE GRANBURY MEDICAL CENTER

To whom it may concern,

I am writing to provide a recommendation for Broaddus Construction, LLC as a reliable and efficient general contractor. I have had the pleasure of working closely with Broaddus Construction, LLC, and I am impressed by their commitment to quality, attention to detail, and proactive approach to addressing our project challenges during a 5 phase, 3 month renovation of our Women's Services Department.

Broaddus Construction, LLC efficiently managed and resolved punch list items, ensuring that our project was completed in a timely and efficient manner. They approached barriers and challenges as a partner for our facility, as opposed to a vendor just trying to complete a job.

I have no doubt that Broaddus Construction, LLC will continue to excel and deliver exceptional results to clients. The complex staging requirements and challenges to keep a functioning department operational demonstrates their ability to handle challenges with skill and dedication.

I recommend Broaddus Construction LLC and am confident that they will continue to exceed expectations.

Sincerely,

Jacob Stercula

Assistant CEO

Lake Granbury Medical Center

1310 Paluxy Road • Granbury, TX 76048 (817) 573-2273

2.8: Quality Control & Commissioning Program

2.8.1: Quality Control & Commissioning Team

Commissioning

We engage a systematic approach to verifying and documenting the performance of building systems throughout the design, construction, and occupancy phases of a building's lifecycle. Our TBCx includes the following steps:

- The **Pre-Construction Phase** involves defining the owner's performance requirements and developing a commissioning plan.
- The **Construction Phase** involves verifying that the building systems are installed and operating as designed.
- The **Occupancy Phase** involves testing and adjusting the building systems to ensure that they are meeting the owner's performance requirements.
- **Continuous commissioning** involves monitoring the building systems and adjusting as needed to ensure that they continue to meet the owner's performance requirements.

Our commissioning approach ensures that building systems are working together as intended, so owners can improve the efficiency, performance, and comfort of their buildings.

Our proposed Commissioning Coordinator (CxC), Alex Gonzales, P.E., LEED AP, LEED GA, will work collaboratively with the **City of Edinburg** Commissioning Agent and all the members of the Commissioning Team to lead and execute the Commissioning Process as defined by the 019100 General Commissioning Requirements. His experience working as a Commissioning Authority will bring added value to this project. Through proactive and documented communications as well as leading recurring Commissioning Coordination Meetings, Broaddus Construction will take full responsibility for verifying and documenting equipment and system installation, demonstrating and documenting functional performance of all systems, and executing/documenting required training of facility management staff.

Another key foundational element of the projects commissioning process that we will adopt, and implement is the **Commissioning Plan**. The Commissioning Plan will include detailed explanations for the roles and responsibilities, processes and procedures, documentation requirements, performance deliverables, and overall commissioning activities that will be defined, scheduled, executed, documented, and tracked by **Broaddus Construction**. Throughout the construction duration, **Broaddus Construction** will manage the compilation of all Commissioning related documentation into the CCR deliverable (Contractor's Commissioning Record) as defined and required by *019100 General Commissioning Requirements* as well as integrated documentation required by Authority Having Jurisdiction (AHJ).

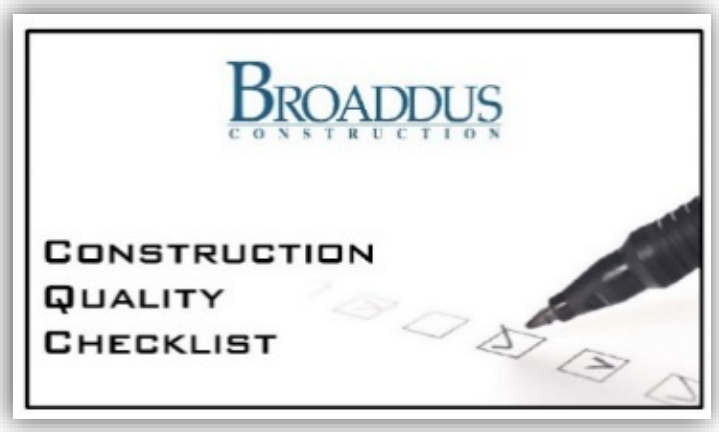
Through proactive and documented communications as well as leading recurring Commissioning Coordination Meetings, **Broaddus Construction** will take full responsibility for verifying and documenting equipment and system installation, demonstrating and documenting functional performance of all systems, and executing/documenting required training of facility management staff.

Construction Quality Measurement

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**.

Broaddus Construction will manage the quality of construction and the overall commissioning process by strategically planning then executing:

- QA/QC Inspections
- Pre-Installation Meetings
- Mockups
- 3rd Party Testing, Adjusting, & Balancing Firm Activities
- 3rd Party Commissioning Authority Activities
- Operations & Maintenance Manuals
- Owner Training/Demonstrations
- Commissioning & Closeout Manual



Texas Christian University | Campus Parking Garage | Fort Worth, TX

2.9: Pricing & Delivery Proposal

2.9.1: Pricing & Delivery Proposal Form

Proposal of: Broaddus Construction
(Respondent's Campany Name)

Project Name: City of Edinburg Downtown Parking Garage

RFP No.: 2025-002

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the form of Design Build Agreement with General and Supplementary Conditions, the programmatic documentation and any attachments to them, the undersigned proposes to furnish Design-Build services as required for this Project on the following terms:

a) **RESPONDENT'S PRE-CONSTRUCTION PHASE FEE:** The Respondent shall identify a Pre-Construction Phase Fee, pursuant to the DB Agreement.

Part I – Preconstruction Services Fees	
Pre-Design Phase Services	$42,950
Schematic Design Phase Services	$81,450
Design & Development Phase Services	$103,250
Sub-Total of Fees at Conclusion of GMP Development	$227,650
Construction Document Phase (Including Subcontractor Buyout)	$95,600
Part I – Preconstruction Services Total	**$323,250**

b) **RESPONDENT'S CONSTRUCTION PHASE FEE:** The Respondent shall identify a Construction Phase Fee percentage, pursuant to the DB Agreement:

Part II – Construction Services Fees	
Design-Build Contractor Construction Phase Fee	3.25%
Design-Build Contractor Construction Administration Fees (Design Professional CA Fees)	$76,800
Design-Build Contractor General Conditions:	$868,811
Cost of Work (TO BE DETERMINED)	TBD
Part II – Construction Services Total	**$945,611**

b.1) Using the estimated Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office, and office supply costs for the Project as listed below:

Allowable General Condition Line-Item Category		**Cost**
On-Site Project Management Staff	subtotal	$494,547
Bonds Permits, and Insurance	subtotal	$170,000
Temporary Project Utilities	subtotal	$66,206
Field Offices & Office Supplies	subtotal	$64,217
Equipment Rental/Miscellaneous	subtotal	$73,841

On-Site Project Management Staff & Rates Detail			
Position	**Quantity**	**Months**	**Monthly Salary Rate**
Project Executive	$28,172	13	$2,167
Project Manager	$169,213	13	$13,016
Superintendent(s)	$206,645	13	$15,895
Assistant Superintendent(s)	0	0	0
Project Engineer / Expeditor(s)	0	0	0
Commissioning Agent	$17,163	13	$1,320
Field Office Support Staff	$31,122	13	$2,394
CPM Scheduler	$7,260	13	558
Safety Coordinator / Assistant(s)	$34,972	13	$2,690

c) **ADDENDA:** Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 X No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

d) **AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES:** The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the City as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the City in a Notice to Proceed. The City reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

e) Respectfully Submitted and Certified By:

Scott Broaddus
(Respondent's Printed Name)

Vice President
(Title)

(Authorized Signature)

February 27, 2025
(Date)

26-3156240
State of Texas Tax Account No.

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

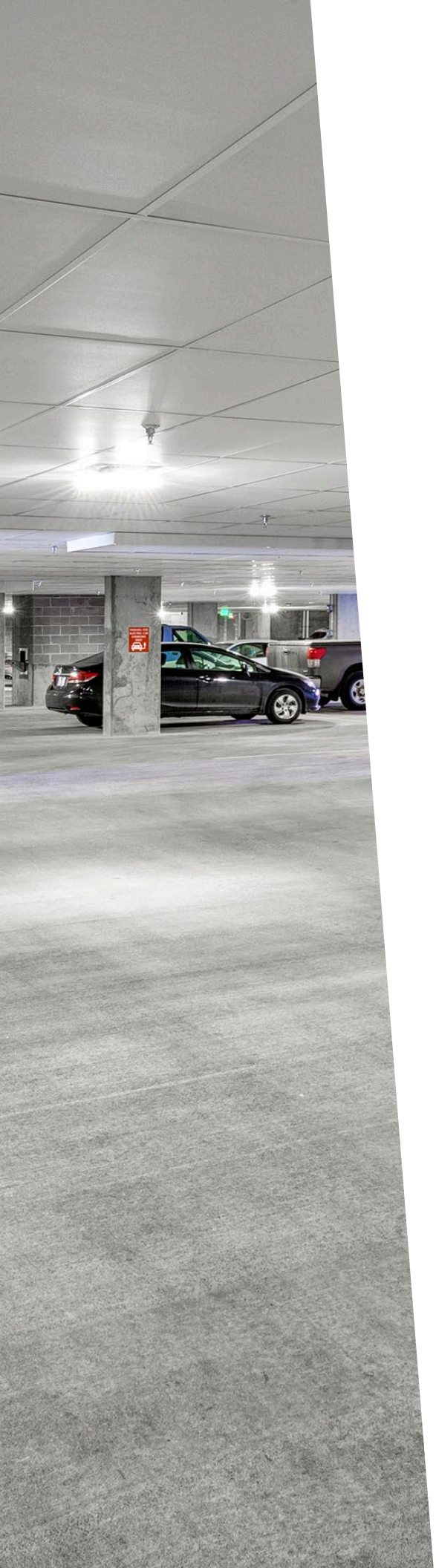
We exist to advocate for owners and
dramatically improve the building process

REQUEST FOR PROPOSAL
RFP 2025 – 002
DOWNTOWN PARKING GARAGE DESIGN-BUILD SERVICES

CITY OF EDINBURG
415 W. UNIVERSITY DRIVE
EDINBURG, TX 78541

FEBRUARY 27, 2025 | 3:00 PM CST

CATAMOUNT
CONSTRUCTORS INCORPORATED



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1

CRITERIA ONE: RESPONDENT'S PROJECT EXECUTION PLAN FOR THIS PROJECT

CATAMOUNT
CONSTRUCTORS INCORPORATED

CRITERIA ONE:
A. Provide an organizational chart for all phases of the project. Confirm in graphic form the proposed Project assignments, lines of authority and communication for each member and the estimated percent of time these individuals will be involved in this Project for Pre-Construction Services as well as Construction Phase Services.

CRITERIA ONE:
B. Describe your ability and desire to self-perform work on this Project, and the method for determining yourself as the "best value"through a competitive proposal process.:

Catamount does not anticipate self-performing any scope of work on this project, aside from incidental general trade work.

Catamount believes that marketplace competition is the best means for providing the highest quality products and services at the most reasonable cost. In our role as your trusted partner, you will benefit from our ability to bring qualified subcontractors and suppliers to the project.

If we are requested or required to self-perform any scope of work, we will still competitively bid the scope by soliciting proposals from a minimum of three subcontractors, compare their pricing with our pricing, and select the best value for the project. If this option arises, all proposals will be sent via sealed bids ensuring we competitively win the right of self-performance in areas which we are capable, including:

- General conditions tasks (clean up, layout, etc.)
- Rough carpentry (roof blocking, in-wall blocking, miscellaneous framing, etc.)
- Installation of doors, hardware, and miscellaneous specialties
- Concrete

A. Ability to Manage Work through Subcontractors

Although we do not intend to self-perform any work on this project, we have a long history of successfully managing and coordinating high-quality subcontractors. Our approach relies on carefully selected, highly qualified subcontractors who specialize in the various elements of the project, including structural work, Superstructural work, MEP system, site preparation, and finishes.

We have established relationships with a network of trusted subcontractors that meet our strict standards for quality, reliability, and safety. We engage these subcontractors early in the project, ensuring that they are fully aligned with the project scope, goals, and timeline. Our experienced project management team oversees and coordinates all subcontracted work to ensure:

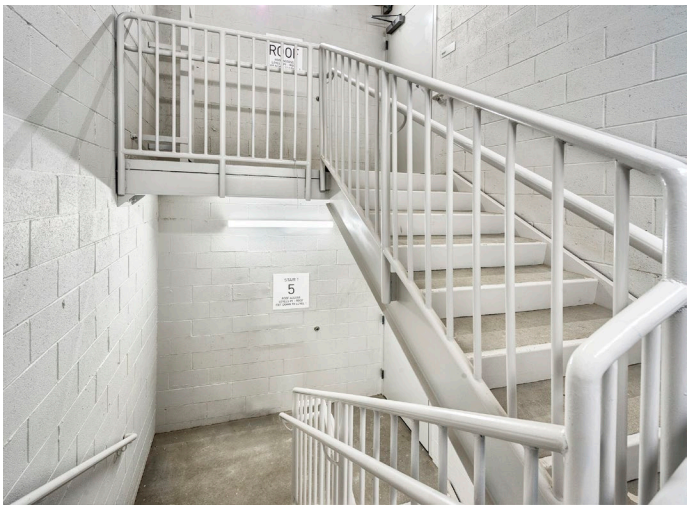
- High quality and performance standards are maintained
- Schedule adherence is strictly monitored
- Cost control is maintained through detailed budgeting and periodic reviews

We understand the importance of effective management and coordination when relying on subcontractors, and we ensure that all subcontracted work is completed in accordance with the project's specific requirements, including quality, safety, and budget.

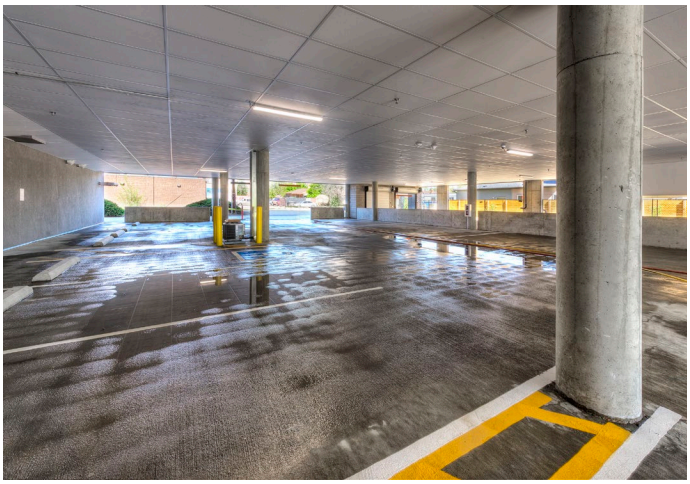
B. Method for Determining "Best Value" through Competitive Proposal Process

To ensure the best value for the City of Edinburg, we employ a rigorous process that focuses on cost-effectiveness, quality, and timely delivery, achieved through a competitive proposal process. This process ensures that we can deliver the project efficiently while maintaining the highest standards of construction. Key elements of our approach include:

1. *Competitive Bid Process:*
    - We solicit multiple bids from a select pool of highly qualified subcontractors to ensure that we receive competitive pricing for all major components of the project. This allows us to select subcontractors based on both cost and capability, ensuring that we achieve the best possible value without sacrificing quality.
    - We evaluate bids based on experience, reliability, and performance history in addition to price, ensuring that the subcontractors selected have the expertise to execute their portions of the project to the highest standard.
2. *Value Engineering:*
    - Our team conducts value engineering reviews during the design and planning phases to optimize costs without compromising quality. We work closely with the City of Edinburg and key stakeholders to ensure that design changes or material selections made during the value engineering process contribute to cost savings and operational efficiency over the long term.



3. *Cost Control:*
    - Through a thorough buyout process, we ensure that all costs are carefully tracked and monitored throughout the duration of the project. Regular reviews of material costs, subcontractor pricing, and project expenses allow us to identify potential savings and ensure that we remain within budget while meeting the City's project goals.
4. *Transparency:*
    - We offer a transparent pricing structure with clear breakdowns of all costs involved in the project. This allows the City to understand the costs associated with each phase of the project and ensures that our pricing reflects the true scope of the work, avoiding any hidden fees or unexpected costs.
5. *Quality Assurance:*
    - We ensure high-quality workmanship through regular quality assurance and quality control inspections. By leveraging our experienced project management and construction teams, we make sure that all work performed by subcontractors meets or exceeds industry standards. Regular site visits and quality checks will be conducted to ensure that high-quality materials are being used, construction processes are being followed, and safety standards are met.
6. *Risk Management:*
    - We employ a comprehensive risk management strategy to minimize potential risks associated with delays, cost overruns, and subcontractor performance. Our team carefully monitors all aspects of the project, ensuring that any issues or risks are identified early and addressed proactively.
    - This approach allows us to mitigate risks and ensure that the project is completed on time and within budget, avoiding any unforeseen delays or complications that could result in additional costs.
7. *Collaboration and Coordination:*
    - Throughout the project, we prioritize collaboration with all stakeholders, ensuring that open communication lines are maintained with the City of Edinburg, the design team, and all subcontractors. We organize regular project meetings to review progress, discuss issues, and ensure that all parties are aligned with project goals.
    - Project management tools and software will be used to track progress, coordinate scheduling, and communicate effectively with all parties involved.
8. *Timely Delivery:*
    - The success of our approach lies in our ability to deliver the project on time. By leveraging experienced subcontractors and a well-organized project management structure, we ensure that the project will be completed according to the agreed-upon timeline, with all critical milestones being met.



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CRITERIA TWO: RESPONDENT'S DESIGN METHODS

CATAMOUNT
CONSTRUCTORS INCORPORATED

CRITERIA TWO:
Demonstrate your use of modern design methods, such as BIM, to derive design from, for visualization, system coordination, clash detection, minimize changes, eliminate delay and provide the Authority a model for use in operations and maintenance.

DEMONSTRATING OUR USE OF BIM IN DESIGN AND CONSTRUCTION

Catamount leverages Building Information Modeling (BIM) to optimize every phase of the design and construction process. BIM enables us to deliver a high-quality parking structure while minimizing delays, reducing errors, and ensuring a seamless hand-off for future operations and maintenance. Below, we detail how BIM will be utilized for this project, aligning with the City's goals and enhancing project delivery.

1. Deriving Design Using BIM

- Design Optimization: BIM will be the foundation of our design process. We use BIM software (such as Revit or Navisworks) to create a highly detailed, digital 3D model of the entire parking structure. This model will allow us to explore multiple design options, select the most cost-effective and efficient solutions, and ensure that all elements meet the City's requirements.
- Parametric Design: With BIM's parametric capabilities, design adjustments are seamless. For instance, if a change in the space requirements is requested, the model automatically updates, ensuring consistency across the project and minimizing errors.

2. Visualization of the Parking Structure

- 3D Visualization: Our Rendering Software tools (Lumion) a powerful tool will help us create high-quality renderings and allow for the creation of realistic, detailed 3D visualizations of the parking structure. The City will be able to walk through the virtual model, understanding the space planning, aesthetics, and functionality well before construction begins.

3. System Coordination & Clash Detection

- Clash Detection: One of the major benefits of BIM is its ability to detect clashes between systems early in the design phase. We will use BIM to coordinate the work of all disciplines, including structural, mechanical, electrical, plumbing, and fire protection systems. By detecting and resolving clashes in the virtual model, we can eliminate costly changes and delays during construction.
- Collaborative Approach: BIM allows for real-time collaboration between our design team, subcontractors, and other stakeholders. Each team can update the model with their discipline-specific data, and we can identify potential conflicts between systems, such as the Fire Sprinkler System running into structural beams or electrical conduits intersecting with plumbing.

4. Minimizing Changes & Eliminating Delays

- Reduced Change Orders: Since the BIM model is highly detailed and includes input from all stakeholders, it minimizes the likelihood of design errors or omissions that typically lead to change orders during construction. Any design modifications will be easier to implement and can be reflected in real-time across the entire model.
- Construction Sequencing: BIM allows us to simulate the construction sequence, which helps identify potential scheduling conflicts or delays. This allows for early resolution of issues before they impact the construction timeline.
- Enhanced Communication: BIM fosters clear communication between the design team, contractors, and subcontractors, ensuring everyone is working from the same set of data. This reduces miscommunication and ensures a more efficient construction process.

5. Providing a Model for Operations & Maintenance

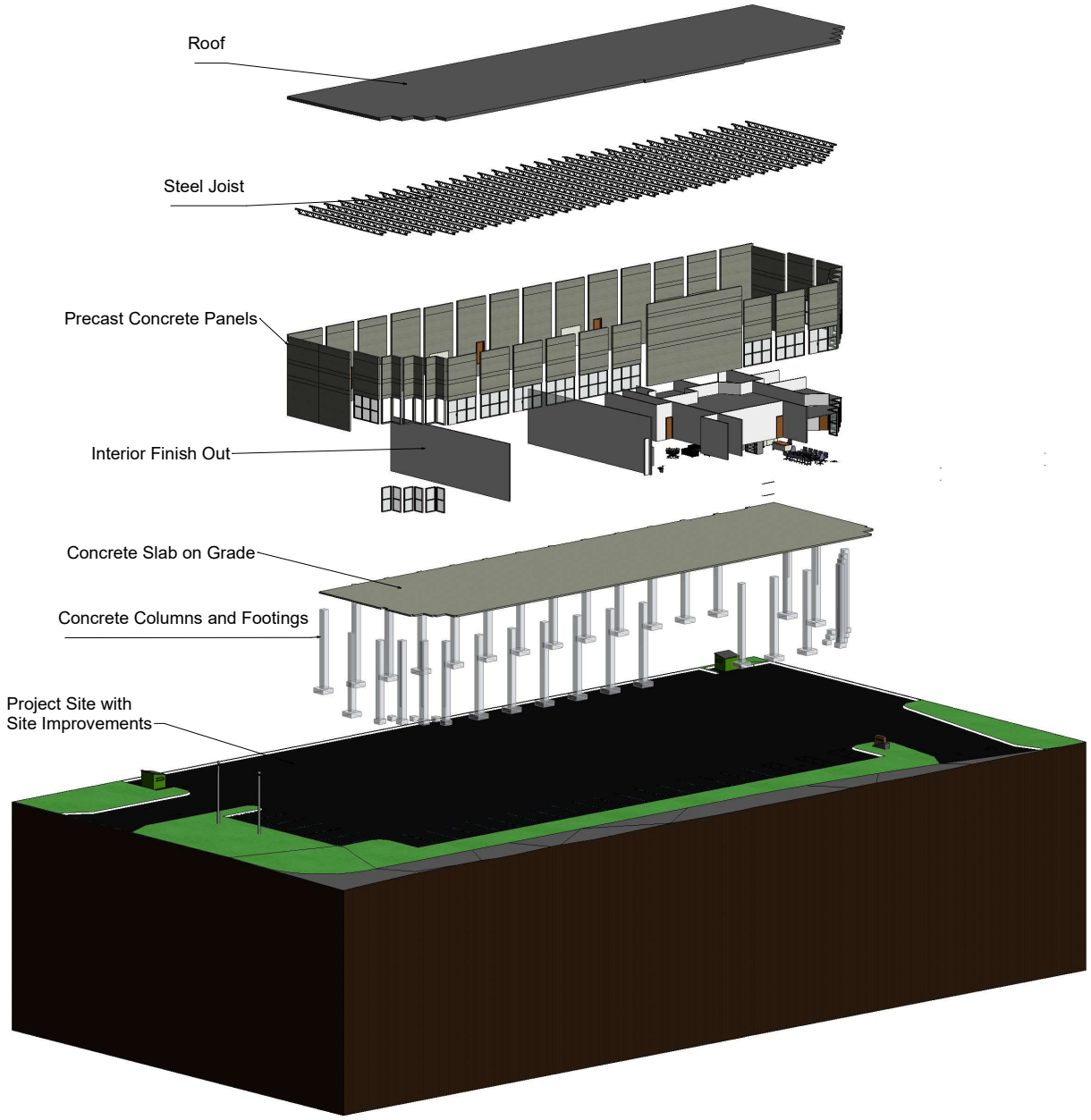
- Asset Management and Facilities Management: Once construction is complete, the final BIM model can be handed over to the City of Edinburg as a "digital twin" of the parking garage. This will provide the city with:
  - Operations and Maintenance (O&M): The model can include all relevant details for the operation and maintenance of the parking structure. For example, locations of key systems (e.g., electrical panels, water shut-off valves, fire alarms), as well as as-built conditions of the structure.
  - Lifecycle Management: The BIM model can be used for ongoing maintenance, allowing the City of Edinburg's facilities team to access accurate

data about the building's systems and components throughout the life of the building.

- Facility Management Integration: BIM data can integrate into a CMMS (Computerized Maintenance Management System), allowing the city to track maintenance schedules, repairs, and system replacements.

6. BIM for Stakeholder Engagement

- Collaboration and Communication: BIM promotes effective collaboration by providing all project stakeholders (City officials, architects, engineers, contractors) with access to a shared, real-time model. This transparency reduces misunderstandings and fosters alignment throughout the project.



3

CRITERIA THREE: RESPONDENT'S ESTIMATING AND COST CONTROL MEASURES FOR THIS PROJECT

CRITERIA THREE:
We desire to achieve the lowest GMP to deliver the Program within Class 'A' commercial quality expectations as soon as possible at Design Development phase. While a DBBL/budget of $6.2M Is envisioned, preference will be given to the most cost effective economical solution. Demonstrate this with a concept estimate with an appropriate level of detail.:

ESTIMATING AND COST CONTROL

In response to your inquiry about our estimating and cost control measures, we are taking a proactive and transparent approach to ensure the project remains within budget. Our estimating process is based on accurate, up-to-date market data, and we work closely with trusted subcontractors to gather competitive pricing. We provide a detailed breakdown of all costs and continuously update our estimates to reflect any changes in market conditions.

To address the City's budget limitations, we are proposing a phased construction approach, where we will deliver an initial high-quality structure within the $6.2 million budget while planning for future expansion. We will track costs in real time using advanced project management tools, enabling us to identify and address any variances as they arise.

Additionally, we work with pre-qualified subcontractors and maintain constant communication to ensure competitive pricing and timely delivery. We proactively assess project risks, and our team has established mitigation strategies to address any potential issues that could impact the budget or schedule.

Throughout the project, we will provide the city with clear and regular budget updates and remain open to feedback. Our goal is to deliver a high-quality, functional structure within budget while laying the groundwork for future expansion as additional funding becomes available.

CONCEPT ESTIMATE FOR 256-SPACE PARKING STRUCTURE

Overview

In response to the City's request for a 256-space parking structure, we have conducted a preliminary cost estimate for the full design and construction. Based on our analysis, the total cost of constructing a 256-space facility is estimated at $7.5 million. This estimate takes into account market rates, historical data from similar projects, and input from subcontractors.

Given the City's current budget allocation of $6.2 million, we propose a phased construction approach, as outlined in the previous section, to allow the city to move forward with the project while accommodating the available budget.

Breakdown of the Concept Estimate - Please see the following page for the Concept Estimate.

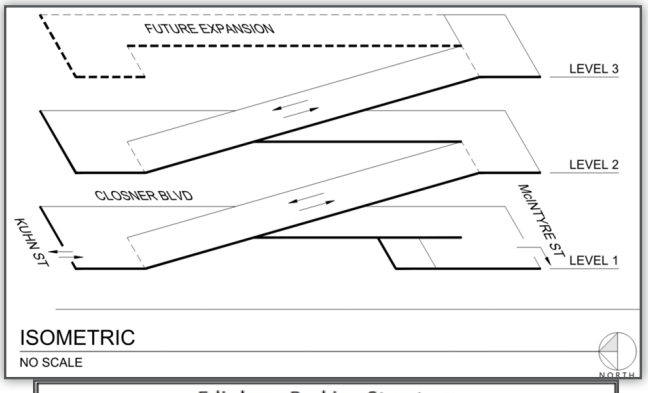
Cost Comparison and Budget Alignment

While the full cost of the 256-space parking structure is estimated at $7.5 million, we understand that the City's allocated budget is $6.2 million. To align with this budget, we propose the following:

- Phase 1: Initial Construction (Within $6.2 million Budget)The first phase of construction will focus on building a high-quality structure with the maximum number of spaces possible within the $6.2 million budget. This phase will likely cover a smaller portion of the parking garage (Approximately 219 spaces) while maintaining design integrity and the ability to expand in the future.
- Planned Features in Phase 1:
  - Site preparation, structural framing for 219 spaces, necessary utilities (lighting, electrical), and basic landscaping.

Phase 2: Future Expansion (Budget TBD)

- The future phases will be built upon the initial structure, expanding the garage to the full 256 spaces. As additional funds become available, we will integrate the next phase(s) seamlessly, without the need for redesign or rework.
- Key Considerations for Phase 2:
  - Design provisions for easy expansion of the structure.
  - Additional space and infrastructure for the remaining parking spaces.
  - Anticipated costs for Phase 2 will align closely with the initial estimate, though we'll strive to keep costs under control through careful planning.



Edinburg Parking Structure				
Level	Standard	ADA Car	ADA Van	Total
Level 1	84	3	1	88
Level 2	102	1	1	104
Level 3	26	1	0	27
Total	212	5	2	219

BREAKDOWN OF THE COST ESTIMATE

City of Edinburg Parking Garage
Concept Estimate
02/25/25

Item #	Item Code Descriptions		Value		$/Spaces
1	General Conditions	$	591,887	$	2,312.06
2a	Demolition	$	35,000	$	136.72
2b	Grading	$	306,425	$	1,196.97
2c	Site Utilities	$	260,000	$	1,015.63
2d	Site Improvements	$	54,726	$	213.77
2e	Landscaping / Irrigation	$	40,000	$	156.25
3	Concrete	$	3,257,996	$	12,726.55
5	Metals	$	116,528	$	455.19
6a	Rough Carpentry	$	38,273	$	149.50
7b	Roofing	$	38,000	$	148.44
7d	Caulking / Sealants / Waterproofing	$	97,921	$	382.50
8a	Doors / Windows / Hardware	$	17,500	$	68.36
9a	Elevator Finishes	$	12,000	$	46.88
9c	Painting / Wallcoverings	$	45,000	$	175.78
10	Signages and Fire Extinguishers	$	10,950	$	42.77
14	Conveying Systems	$	283,500	$	1,107.42
15a	Fire Protection	$	232,320	$	907.50
15b	Plumbing	$	63,360	$	247.50
15c	HVAC	$	-	$	-
16	Electrical	$	737,748	$	2,881.83
	Design Fees and Permiting	$	690,140	$	2,695.86
	Contingency	$	-	$	-
	Escalation 1%	$	69,293	$	270.67
	Insurance & Taxes	$	105,930	$	413.79
	Fee	$	321,232	$	1,254.81
	Payment and Performance Bond	$	96,345	$	376.35
	Total	**$**	**7,522,074**	**$**	**29,383.10**

4

CRITERIA FOUR: RESPONDENT'S PROJECT PLANNING AND SCHEDULING FOR THIS PROJECT

CATAMOUNT
CONSTRUCTORS INCORPORATED

CRITERIA FOUR:
Provide a CPM Milestone schedule for this Project including Design and Construction which will meet or improve on substantial completion date. Identify specific critical process, phases, milestones, approvals, and procurements anticipated.:

CPM MILESTONE SCHEDULE

Pre-Design: 3 WEEKS

- 1 week: team reviews information available and coordinate with city to acquire any missing information needed
- 2-3 week: Initial layout to ensure all spaces are needed. Coordinate spots for geo-tech testing to ensure Structural
  - Engineers and GC have information about initial take-offs.
  - TWG will develop an applicable code check and execute exhibits of surrounding areas to ensure garage design fits the urban context.
  - Coordinate with city and civil engineers for any restrictions or challenges that the site may present. Evaluation to identify solution approach.
- 4 week: Identify and establish project phases and building approach that fits budget.
- Initial presentation with stakeholders.
- Our team will coordinate with the CPM to identify long-lead items that will need our immediate attention and expedite review. We will coordinate with all other design trades to ensure review flow.

Schematic Design: 4 WEEKS

- Establish communication methodology.
- Health, Safety and Functional requirements.
- Ensure delivered products meet the established programming, performance, and goals of the project.
- Code analysis and review.
- Assure all plans meet Accessibility requirements.
- Establish Project schedule and a cost-effective budget.
- Review Design Deliverable requirements.
- Policies and guidelines.
- Sustainability process, if required.
- Exhibit plans.
- Lighting, materials are established to create a quality visitor experience.
- Confirm that Integrated Design Process continues through Schematic Design.

Design Development: 6 WEEKS

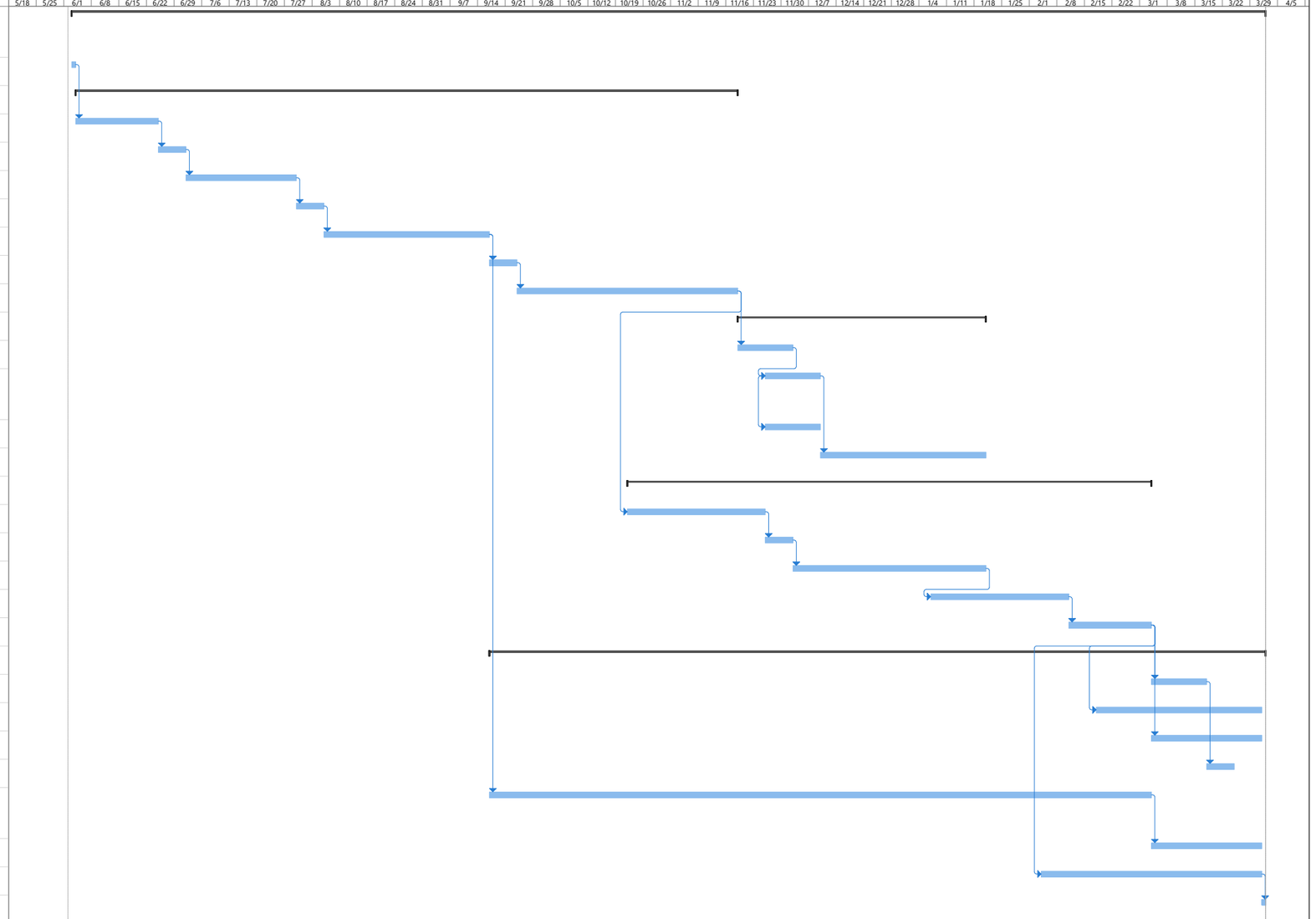
- Take off meeting with all engineers – prepare design development drawings based on approved schematic design, begin to document structural, mechanical, electrical, plumbing and special systems.
- Project review meetings with stakeholders to review in detail all project requirements such as power-data, IT/AV, security equipment, site access, etc.
- Conduct detailed applicable code compliance review.
- Confer with and obtain preliminary review from regulatory agencies (3 weeks)
- Update opinion of probable costs to ensure project status with-budget.
- Prepare and provide finishes design board for review and approval.
- Continued availability of any presentations and/or workshops.
- Post design on portal for review and comment by project stakeholders.

Construction Document phase: 8 WEEKS

- Based on approved Design Development design package, we will prepare construction drawings and specifications suitable for the project.
- Prepare final construction cost estimate.
- Confer with and obtain further review from regulatory agencies (3 weeks)
- Follow up with any right-of-way permits to ensure timely delivery.
- Submit drawings, Project Manual, construction cost estimate, and area calculations to the Owner.
- Assist with filing documents for final approvals and permits.

City of Edinburg
Downtown Parking Garage
Catamount Construction, Inc.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Edinburg Downtown Parking Garage**	**217 days**	**Tue 6/3/25**	**Wed 4/1/26**	
2		Notice to proceed	1 day	Tue 6/3/25	Tue 6/3/25	
3		**Preconstruction Services**	**120 days**	**Wed 6/4/25**	**Tue 11/18/25**	
4		Pre-design	3 wks	Wed 6/4/25	Tue 6/24/25	2
5		Stakeholder review	1 wk	Wed 6/25/25	Tue 7/1/25	4
6		Schematic design	4 wks	Wed 7/2/25	Tue 7/29/25	5
7		Stakeholder Review	1 wk	Wed 7/30/25	Tue 8/5/25	6
8		Design development	6 wks	Wed 8/6/25	Tue 9/16/25	7
9		stakeholder review	1 wk	Wed 9/17/25	Tue 9/23/25	8
10		Construction documents	8 wks	Wed 9/24/25	Tue 11/18/25	9
11		**Construction Phase**	**45 days**	**Wed 11/19/25**	**Tue 1/20/26**	
12		Subcontractor selection	2 wks	Wed 11/19/25	Tue 12/2/25	10
13		Prelim. Site development/site work	2 wks	Wed 11/26/25	Tue 12/9/25	12FS-1 wk
14		Site Utilities	2 wks	Wed 11/26/25	Tue 12/9/25	13SS
15		Structural foundation	6 wks	Wed 12/10/25	Tue 1/20/26	13
16		**Pre Cast Structure**	**95 days**	**Wed 10/22/25**	**Tue 3/3/26**	
17		Shop drawings	5 wks	Wed 10/22/25	Tue 11/25/25	10FS-4 wks
18		Stakeholder review	1 wk	Wed 11/26/25	Tue 12/2/25	17
19		Fabrication	7 wks	Wed 12/3/25	Tue 1/20/26	18
20		Erection	5 wks	Wed 1/7/26	Tue 2/10/26	19FS-2 wks
21		topping slab	3 wks	Wed 2/11/26	Tue 3/3/26	20
22		**Finishes**	**141 days**	**Wed 9/17/25**	**Wed 4/1/26**	
23		Site development	2 wks	Wed 3/4/26	Tue 3/17/26	21
24		Fire Protection	6 wks	Wed 2/18/26	Tue 3/31/26	21FS-2 wks
25		Finishes	4 wks	Wed 3/4/26	Tue 3/31/26	21
26		landscaping	1 wk	Wed 3/18/26	Tue 3/24/26	23
27		Elevator procurement/fabrication	24 wks	Wed 9/17/25	Tue 3/3/26	8
28		Elevators installation	4 wks	Wed 3/4/26	Tue 3/31/26	27
29		Electrical	8 wks	Wed 2/4/26	Tue 3/31/26	21FS-4 wks
30		Certificate of Occupancy	1 day	Wed 4/1/26	Wed 4/1/26	29



Task | Milestone | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

Page 1

5

CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE ON SIMILAR PROJECTS

CATAMOUNT
CONSTRUCTORS INCORPORATED

CRITERIA FIVE:

Provide examples of site plans, floor plans, BIM views, animations or simulations, and presentation or photographic images or other tools that would assist in communicating concept intent to City.:

To demonstrate our ability to communicate the project concept effectively, we are pleased to provide examples of our past performance on similar parking garage projects. These examples showcase our proficiency in utilizing various design tools, including site plans, floor plans, BIM views, animations, and photographic images. We use these tools to clearly convey the project's design intent, helping clients, stakeholders, and cities visualize the final product and anticipate the construction process.

Below are some of the tools and examples from our previous projects that highlight our capabilities:

1. **Site Plans:**
   Our previous projects included detailed site plans that provided a comprehensive layout of parking structures in urban contexts. These site plans addressed key elements such as:
   - Access Points and Traffic Flow: Clear identification of entry and exit points, traffic circulation, and pedestrian pathways to ensure smooth operations.
   - Landscaping and Site Features: Integrating green spaces, stormwater management systems, and exterior finishes to enhance the surrounding urban environment.
   - Urban Context: Our site plans always incorporate the surrounding infrastructure, ensuring the project seamlessly fits into its environment.

Please see the following examples from HALFF.

halff

SOLANA
ONE KIRKWOOD

PROPOSED 5 LEVEL PARKING STRUCTURE WITH ADDITIONAL SURFACE PARKING

SITE PLAN

0’ 30’ 60’ 120’ 240’

REVISED PARKING LAYOUT:

EXISTING PARKING ON SITE: 1,318 SPACES
SURFACE PARKING.....616 SPACES
EXISTING PARKING STRUCTURE.....702 SPACES

PROPOSED PARKING ON SITE: 2,826 SPACES TOTAL
EXISTING PARKING STRUCTURE.....702 SPACES
EXISTING SURFACE PARKING TO REMAIN.....131 SPACES
NEW SURFACE PARKING.....560 SPACES
NEW 5 LEVEL PARKING STRUCTURE.....1,433 SPACES

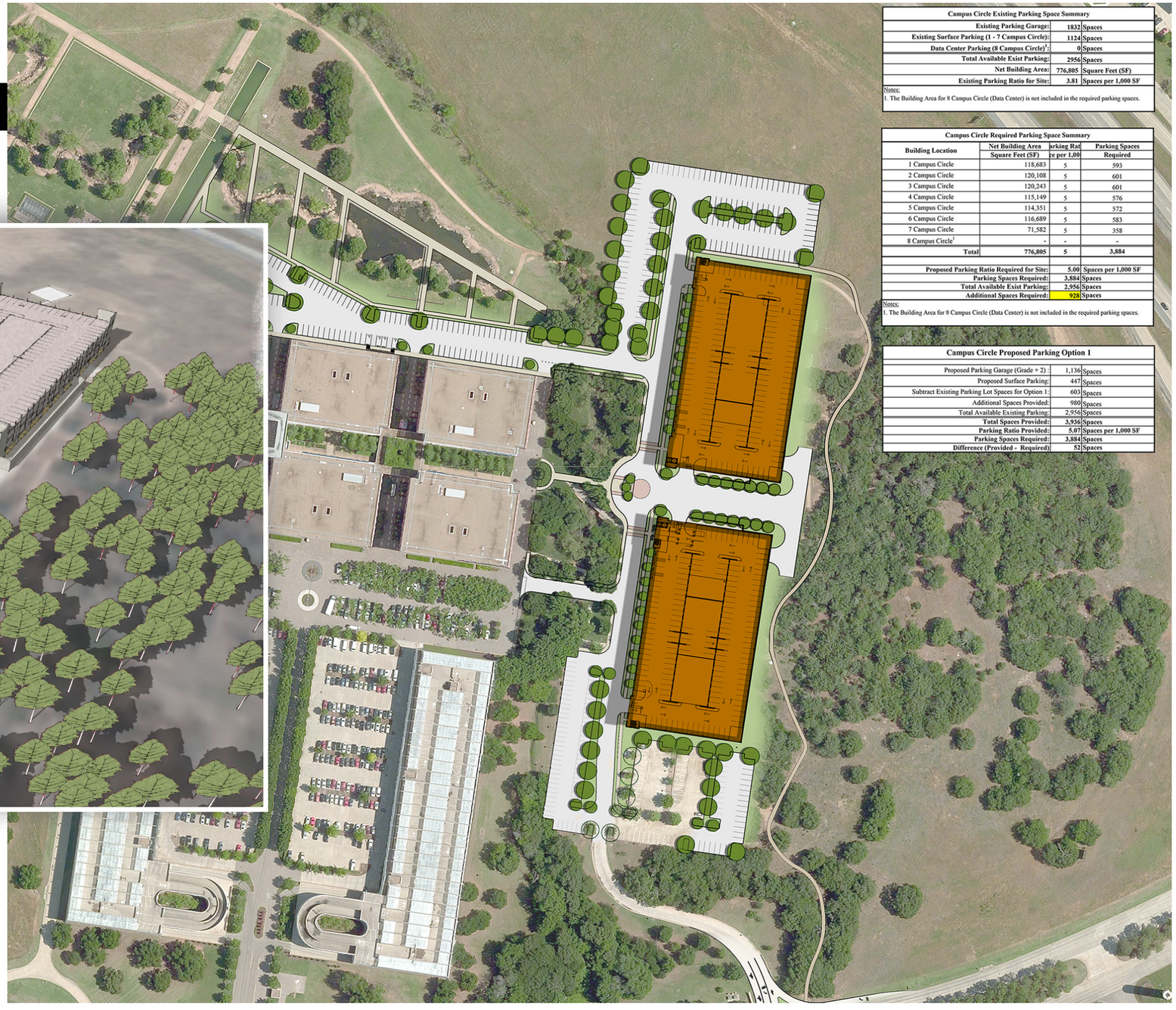
NET PARKING SPACES GAINED: 1,508 SPACES

BUILDING AREA: 381,377 SF.

PARKING RATIO ACHIEVED: 7.4 PER 1,000 SF.

halff

SOLANA CAMPUS CIRCLE SITE PLAN



Campus Circle Existing Parking Space Summary		
Existing Parking Garage:	1832	Spaces
Existing Surface Parking (1 - 7 Campus Circle):	1124	Spaces
Data Center Parking (8 Campus Circle)[1]:	0	Spaces
Total Available Exist Parking:	2956	Spaces
Net Building Area:	776,805	Square Feet (SF)
Existing Parking Ratio for Site:	3.81	Spaces per 1,000 SF

Notes:
1. The Building Area for 8 Campus Circle (Data Center) is not included in the required parking spaces.

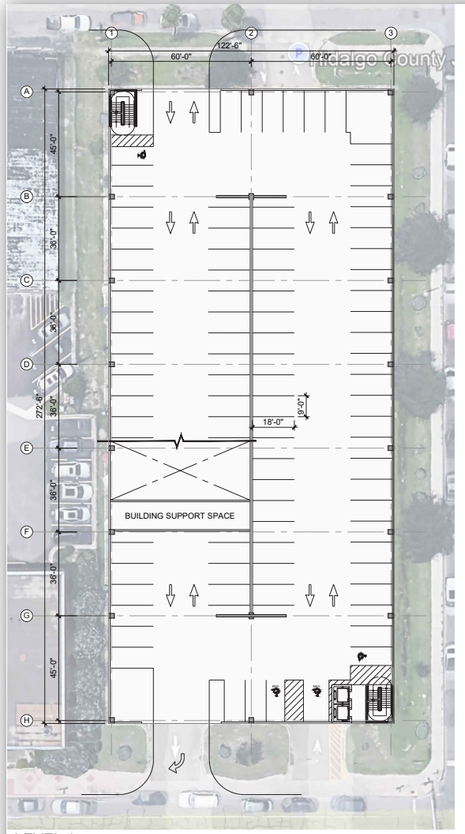
Campus Circle Required Parking Space Summary			
Building Location	Net Building Area Square Feet (SF)	Parking Rate per 1,000	Parking Spaces Required
1 Campus Circle	118,683	5	593
2 Campus Circle	120,108	5	601
3 Campus Circle	120,243	5	601
4 Campus Circle	115,149	5	576
5 Campus Circle	114,351	5	572
6 Campus Circle	116,689	5	583
7 Campus Circle	71,582	5	358
8 Campus Circle[1]	-	-	-
Total	776,805	5	3,884
Proposed Parking Ratio Required for Site:		5.00	Spaces per 1,000 SF
Parking Spaces Required:		3,884	Spaces
Total Available Exist Parking:		2,956	Spaces
Additional Spaces Required:		928	Spaces

Notes:
1. The Building Area for 8 Campus Circle (Data Center) is not included in the required parking spaces.

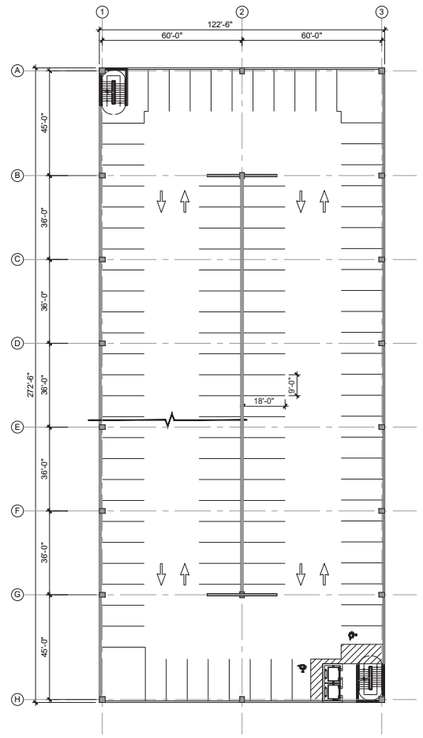
Campus Circle Proposed Parking Option 1		
Proposed Parking Garage (Grade + 2) :	1,136	Spaces
Proposed Surface Parking:	447	Spaces
Subtract Existing Parking Lot Spaces for Option 1:	603	Spaces
Additional Spaces Provided:	980	Spaces
Total Available Existing Parking:	2,956	Spaces
Total Spaces Provided:	3,936	Spaces
Parking Ratio Provided:	5.07	Spaces per 1,000 SF
Parking Spaces Required:	3,884	Spaces
Difference (Provided - Required)	52	Spaces

2. **Floor Plans:**
   We have provided detailed floor plans for multi-level parking garages that meet Class 'A' commercial quality standards. These plans showcase:
   - Efficient Parking Layouts: Parking space dimensions optimized for both standard and compact vehicles.
   - Vertical Circulation: Placement of elevators and stair towers for optimal vertical circulation, ensuring a smooth user experience.

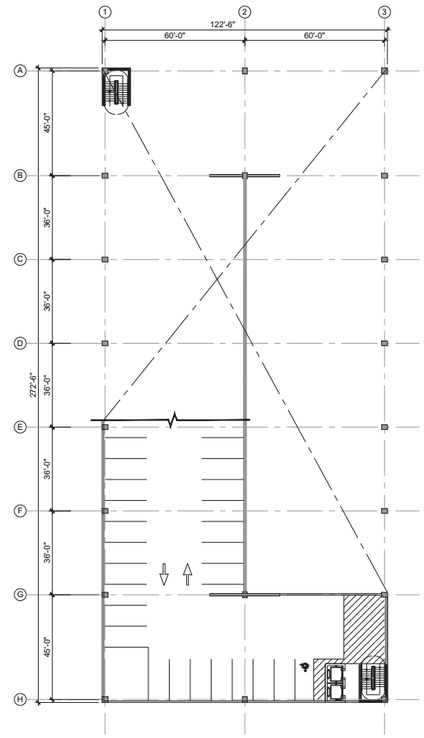
Please see the following examples from WGI.



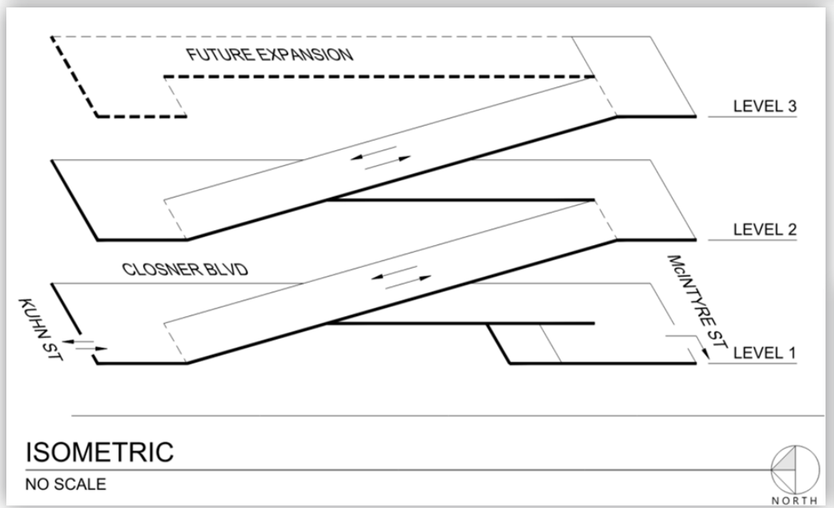
LEVEL 1
SCALE: 1" = 30'-0"



LEVEL 2
SCALE: 1" = 30'-0"



LEVEL 3
SCALE: 1" = 30'-0"



ISOMETRIC
NO SCALE

Edinburg Parking Structure				
Level	Standard	ADA Car	ADA Van	Total
Level 1	84	3	1	88
Level 2	102	1	1	104
Level 3	26	1	0	27
Total	212	5	2	219

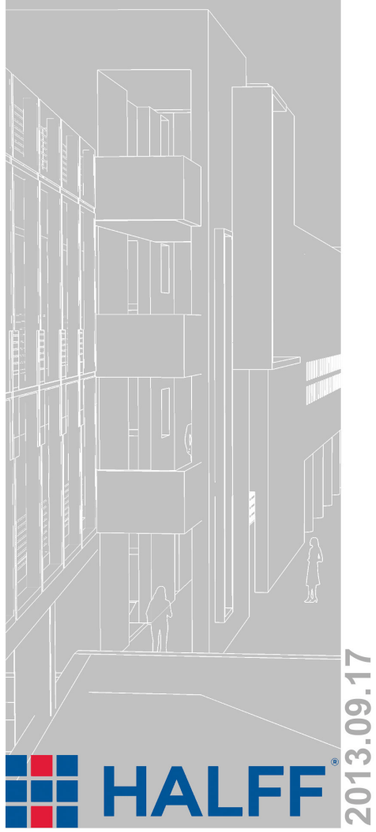
3. **Presentation or Photographic Images:**
   We have also provided high-quality photographic images and renderings to communicate the final look of the parking structure once built. These visual aids help stakeholders better understand how the structure will integrate into the surrounding community.
   - Exterior Rendering: Digital renderings showcasing the exterior façade treatments, materials (e.g., brick veneer, glass), and landscaping elements.

Please see the following examples from HALFF, TWG, and WGI.

halff

Cassidy Turley / Commercial Real Estate Services

SOLANA
ONE KIRKWOOD



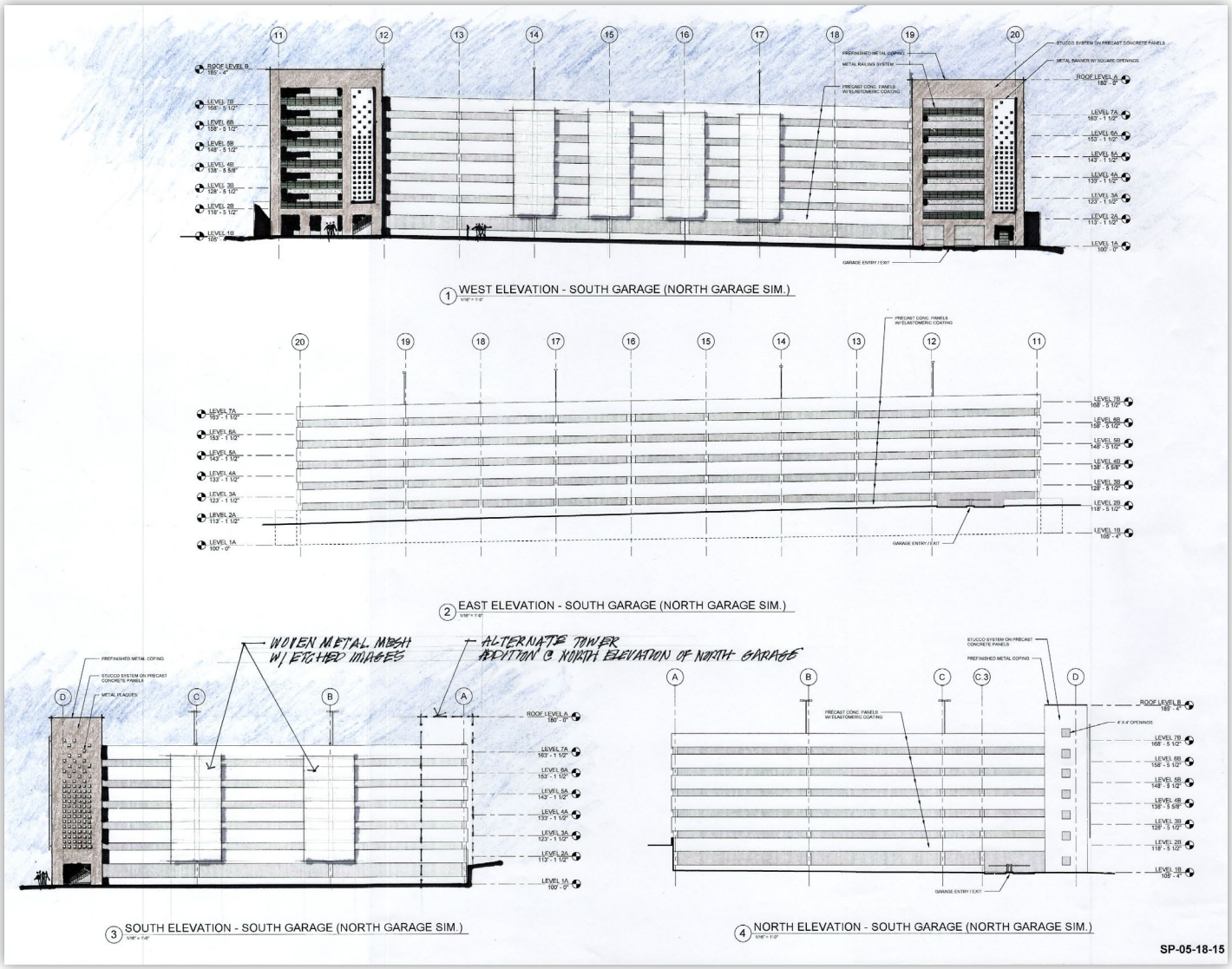
HALFF®

2013.09.17

VIEW FROM NORTH

VIEW FROM SOUTH

halff


1 WEST ELEVATION - SOUTH GARAGE (NORTH GARAGE SIM.)
2 EAST ELEVATION - SOUTH GARAGE (NORTH GARAGE SIM.)
WOVEN METAL MESH W/ ETCHED IMAGES
ALTERNATE TOWER ADDITION @ NORTH ELEVATION OF NORTH GARAGE
3 SOUTH ELEVATION - SOUTH GARAGE (NORTH GARAGE SIM.)
4 NORTH ELEVATION - SOUTH GARAGE (NORTH GARAGE SIM.)
SP-05-18-15

PHARR AQUATIC FACILITY

PHARR NORTH SIDE COMMUNITY CENTER
PHARR ONE

WGI – PARKING DESIGN PHILOSOPHY AND DESIGN APPROACH — CASE STUDY

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
6101 Frisco Square Boulevard
Frisco, TX 75034
p. 972.292.5000
e. dford@friscotexas.gov

PROJECT DATES:
Design: January 2024 - Ongoing
Construction: January 2025 - Ongoing

SERVICES PROVIDED:
Architecture
MEP Engineering
Parking Design
Structural Engineering

TOTAL COST:
Construction Cost: $25M

PARKING DESIGN PHILOSOPHY AND DESIGN APPROACH

Parking at a downtown parking structure is a critical component for the visitor's experience and expectations. The planning and schematic design phases consist of our design team working to understand project goals and impacts to City of Frisco. This entails the exploration of topics such as developing alternative parking concepts as we work to finalize the parking structure layout. In doing so, our team will take into consideration orientation, size, pedestrian and vehicle circulation, technology, and important physical features.

Based on our experience, we anticipate an iterative and collaborative process where we can proactively respond to Owner/Stakeholder's feedback of the alternative solutions developed. Like all iterative processes, change is expected, and it is our goal to drive change that maximizes capital and operations investments for the Owner.

ARCHITECTURAL AND FUNCTIONAL DESIGN

PARK PLACE PARKING STRUCTURE
Missoula, MT

PHILOSOPHY

The WGI design team employs a fundamental philosophy that orients the parking structure to people — the user, owner, and community.

User Acceptance. The user's primary concern is having access to a convenient parking space in a safe environment. This is accomplished through smooth, direct traffic routes, and concise signage. Design features that create a user-friendly parking experience include the use of clear-span construction for a greater sense of openness and natural light. Passive security features like good lighting and glass-backed stair/elevator towers also enhance safety and security.

Owner Acceptance. Owner concerns include economical first cost and low operating costs. This is accomplished by keeping operational costs and energy use minimal and creating an efficient, durable, and low-maintenance structure. Good design should also accommodate future trends such as expansion, changes in operations, adjacent land uses, or user groups.

WGI has been a leader in the development of durable design criteria for parking facilities. Incorporation of durability features during design contributes to extended service life and lower maintenance costs over the life of the structure.

Community Acceptance. It is important for the facility to have community acceptance. WGI will design a facility in harmony with the aesthetics and character of the surrounding architecture. The final design will be compatible with and sensitive to the existing environment. Our design will also accommodate vehicular traffic interfaces with adjacent roadways.

Our functional design expertise provides a detailed evaluation of the alternative functional schemes, contributes to optimum design efficiency, lowers construction cost per space, and increases the owner's return on investment.

CHALLENGES AND OPPORTUNITIES

Each downtown parking structure is unique; however, all share similar challenges and opportunities. Several important design elements must be considered during the programming phase of designing a parking facility:

User comfort and ease of parking (function). A successful project will balance user comfort, parking efficiency, and cost; and will provide efficient circulation, comfortable parking geometry, and well-defined vehicle and circulation routes. Ease of entry/exiting, integration of building services, passive security, efficient circulation, and user comfort are important parking design considerations and lead to a great user experience.

Reduce vehicular congestion on adjacent roadways. It is important that vehicle access in and out of the parking structure be as efficient as possible. Getting cars off the street and into the parking structure requires attention to the entry/exit capacity, internal ramping capacity, ease of internal circulation, and ease of parking.

Convenient access to Adjacent facilities. Providing convenient pedestrian access to the adjacent facilities will be an important element of design. Considerations will include stair/elevator locations, pedestrian/vehicle interface, and user safety.

Parking technology. Modern parking garages include many technologies that improve safety, user experience, operational efficiency, and cost. With the incorporation of multiple technologies and the goal to increase operational efficiencies, a building management system is often recommended to improve management of electric vehicle charging stations, security systems, snow melt systems, lighting and LED signage, access and revenue control,

elevators, solar panels, wi-fi and cell phone repeaters, and HVAC systems. A well-managed garage drives down operational costs, decreasing the overall life-cycle cost of the building.

Access and revenue control. The parking garage will support parking for the public. Although some parking areas may be free, controlled access to all parking areas is an important security consideration. Furthermore, cost-effective, and reliable revenue control systems for paid parking areas will be evaluated to maximize revenue while maintaining user convenience.

- Integrate technology to monitor access points and regulate vehicle use of the facility. License Plate Recognition (LPR) and Automatic Vehicle Identification (AVI) technology provide hands-free access and vehicle tracking. These technologies also increase vehicle throughput and allow for effective management of peak vehicle activity times which result in an improved user experience.
- Nesting user groups can be accomplished with gate-free access to simplify user experience and reduce loss of parking.
- Car count systems can be as simple as providing spaces available signage at the vehicle entry or can be more enhanced to include individual space red/green light available signage.
- Security technology such as blue light call stations, security cameras, after-hours access, and cell phone repeaters will be considered for this project.

Signage and wayfinding. Vehicle and pedestrian wayfinding are important aspects of a safe and efficient parking facility. Primary objectives are to assist parking patrons with:

- Identifying the parking structure entrance from adjacent roadways
- Locating the appropriate vehicular entrance
- Identifying parking convenient to destination
- Identifying nested parking areas, if applicable
- Remembering where their car is parked
- Locating pedestrian exits, stairs, and elevators that are appropriate to the user's destination
- Locating the vehicular exit

MONTGOMERY COLLEGE PARKING STRUCTURE
Rockville, MD

Provide a safe and secure Environment. Design for security may include both passive and active security measures.

- Passive Security – Where feasible, the parking structure is to be open with painted ceilings (optional), bright lighting (energy efficient LED fixtures), and a design to maximize line-of-sight for users (minimize visual obstructions). Whenever possible, stair and elevator towers should maximize the use of glass.
- Active Security – Active security may include security cameras (CCTV), call for assistance (emergency phones) stations, and security patrols.

Structural system and materials. We recommend evaluating the following design objectives:

- Balance initial cost with long-term economy
- Durability systems to match City of Frisco's long-term plans
- Structural system impact on user comfort
- Integration with security (line-of-sight); reduce shear wall and column obstructions

- Detailing to reduce volume change restraint often associated with early deterioration of parking structures

An economical, low maintenance facility. Long-term economy is an important design consideration. While initial construction cost is an important design factor, a durable design will reduce long-term maintenance and repair costs (i.e., lifecycle cost).

Design flexibility. If future parking expansion is to be considered, planning and design should be incorporated into the initial design. Even if future parking is not anticipated, we often design parking structures to allow the installation of framing to support solar panels over the parking areas.

Sustainable Design. The USGBC LEED program no longer allows a stand-alone parking structure to be eligible for LEED certification. However, the USGBC acquired the Green Parking Council along with its Parksmart Green Garage Certification Program. If there is interest in the parking structure being certified, our team of sustainability experts can guide the necessary decision and planning. Even if certification is not desired, the parking structure should be designed for sustainability and reduction in energy use.

STRUCTURAL DESIGN PHILOSOPHY

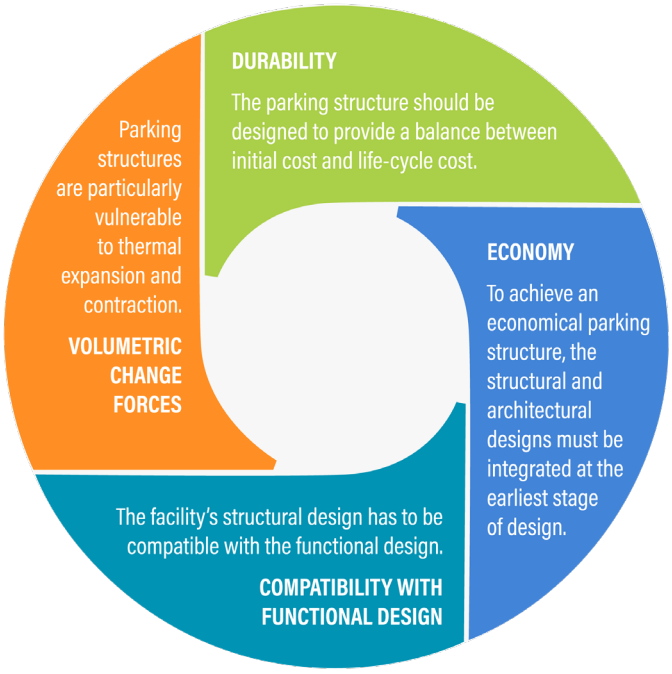
Several important structural design elements must be considered during the programming phase of designing a parking facility:

Durability. The parking structure should be designed to provide a balance between initial cost and life-cycle cost. State-of-the-art design features — high strength concrete, low water-cement ratios, corrosion inhibitors, and protected pre-stressing systems—should be utilized for a high quality, durable concrete structure. Other design features, such as positive drainage, quality joint sealants, penetrating sealers, adequate coverage to the reinforcing steel, and a good maintenance program, are also vital to the long-term performance of the structure.

Volumetric Change Forces. Parking structures are particularly vulnerable to thermal expansion and contraction (volumetric change forces). These forces must be dealt with adequately to prevent cracking, which can lead to premature deterioration. Proper placement and detailing of expansion joints are important components of the structural design. The careful placement of rigid elements, such as stair towers or shear walls that can alter the stiffness characteristics of the structure and cause additional stress on the floor system is also important.

Economy. To achieve an economical parking structure, the structural and architectural designs must be integrated at the earliest stage of design. This includes the structural system selection; use of structural elements as part of the architectural skin, structural grid to accommodate efficient parking, repetitive structural detailing (reuse of cast-in-place or precast formwork), and the material selection that compliments the construction schedule and sequencing.

Compatibility with Functional Design. It is imperative that the facility's structural design be compatible with the functional design. Column placements must be coordinated with the parking layout to ensure the most efficient and economical design. Solid wall elements and potential hiding places must be avoided. Structural elements must also be designed to promote good visibility and allow for natural light infiltration and airflow.



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CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE PROJECT AND THEIR DEMONSTRABLE ABILITY TO CONVEY CONCEPTS

CATAMOUNT
CONSTRUCTORS INCORPORATED

CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE PROJECT AND THEIR DEMONSTRABLE ABILITY TO CONVEY CONCEPTS

CRITERIA SIX:

Confirm that architectural representation of project design in the context of its environment is achievable.:

Catamount fully understands the scope and requirements of the proposed Parking Garage Project for the City of Edinburg, located at 201 N. Closner Blvd. This project is a critical component in the City's ongoing development and aims to create a modern, functional, and aesthetically pleasing parking garage that will serve the growing needs of the downtown area. Our approach is rooted in our ability to combine efficient design, urban context sensitivity, and careful attention to the local environment.

The site is situated in a prominent urban location, adjacent to the new Hidalgo County Courthouse and surrounding commercial properties. The design will need to integrate seamlessly into this environment, ensuring that the new structure enhances the character of the downtown area while providing much-needed parking capacity. Our team recognizes the importance of balancing functionality with the aesthetic qualities of the surrounding environment.

Achievability of Architectural Representation:

Our design team is highly experienced in addressing urban design challenges, and we are confident that the architectural representation of this project can be successfully achieved within the constraints of the site and its context.

1. Urban Context Integration: We understand the importance of ensuring the parking garage fits into the urban fabric of downtown Edinburg. We will use architectural techniques such as integrating high-quality materials, thoughtful massing, and sensitive landscaping to complement the character of the area. The architectural expression will include features like brick veneer and porcelain veneers, which reflect the contemporary aesthetic seen in prominent urban structures, such as the nearby Hidalgo County Courthouse. Our design will respect the city's existing urban identity while enhancing its overall aesthetic.
2. Site Constraints and Opportunities: The zero-building setback advantage on the site provides an opportunity to maximize the garage's volume and efficiency. We will leverage this to optimize parking capacity while ensuring that the building does not overpower its surroundings. Our design will also respect the pedestrian environment and urban views by including transparent facades where appropriate and ensuring that the building's massing is modulated to avoid an overly imposing appearance.
3. Sustainable Design and Functionality: We will ensure that the design incorporates sustainable principles, addressing both environmental and functional goals. Energy-efficient lighting, stormwater management systems, and thoughtful landscaping will be integrated into the design to align with the City's sustainability goals.
4. BIM Integration and Visualization: Throughout the design process, we will utilize Building Information Modeling (BIM) to ensure that our architectural representation is both accurate and feasible. BIM will allow us to create detailed 3D models that not only provide clear visualizations but also allow for system coordination, clash detection, and more effective decision-making. This will minimize potential delays and reduce costs, ensuring that we meet the City's goals for the project.

Ability to Convey Concepts:

Our team has significant experience in conveying complex design concepts to stakeholders, including City officials, community groups, and other project partners. We will employ a variety of tools to communicate the design intent clearly and effectively:

- Conceptual Renderings and 3D Visualizations will help stakeholders visualize the final product and understand how the building will interact with its surroundings.
- BIM Models will be used for detailed, interactive presentations, allowing for better understanding of the spatial relationships and structural elements.
- Regular Stakeholder Meetings and Presentations will ensure transparency throughout the design process, allowing for ongoing feedback and input from the City and community members.
- Physical Models (if necessary) will be provided to demonstrate the scale and form of the proposed structure in relation to its context.

Conclusion:

We are confident in our ability to design a parking garage that will serve as a key urban infrastructure element while contributing positively to the City of Edinburg's downtown development. Through careful integration of the building into the site's context, use of advanced design tools, and continuous communication with the City, we will ensure that the final product aligns with the City's expectations and enhances the urban environment.

halff

PLUMBING

The plumbing design for the City of Edinburg Downtown Parking Garage will be designed to comply with the following criteria:

State of Texas and City of Edinburg Adopted Codes and Amendments

- 2018 International Plumbing Code (IPC)
- 2018 International Building Code (IBC)

Water Supply System:

- Water supply will be provided to plumbing fixtures as needed. Water supply fixture units calculations will be performed to determine the domestic water entrance pipe needed to serve this building.
- **Drainage System:** The drainage system will include roof drains, floor drains, and trench drains to prevent flooding at each story. Calculations will be performed to determine the pipe size needed to handle to total flow. Stub-out locations will be coordinated with the Civil Engineer.

STRUCTURAL

Anticipated Structural Code:

- 2018 International Building Code (IBC)

Slab on Grade:

- The proposed first level of the garage will be constructed as a slab on grade with perimeter grade beams and pier caps at column and shear wall locations. It is anticipated that approximately 4 feet of select fill will need to be placed below the proposed concrete slab. Once final grades have been set for the first floor of the garage, the foundation design team will work closely with the geotechnical engineer on the amount of remove and replace versus additional build up to ensure the anticipated PVR for the slab is the industry standard of 1 inch.

Ramps:

- The starter ramps used to transition to the elevated precast structure are anticipated to be constructed of cast-in-place walls supported on pier caps. These cast-in-place ramp walls usually support additional precast walls that allow the structure to all be on a similar type of foundation. The ramps will be doweled into the cast in place walls but will be supported on prepared select fill.

Deep Foundations:

- Based on the provided geotechnical report and similar projects we anticipate the use of 36" to 48" diameter piers ranging in depth between 35 and 60 feet depending on final loading and stories required to be carried by the foundation.

We do anticipate the use of temporary casings or slurry shafts due to the potential for collapsible soils encountered during boring by the geotechnical lab.

CIVIL

Removals:

- Removals may include existing parking lot paving, surface improvements and features, and existing utilities underneath existing parking lot that will need to be removed. This removals list is not comprehensive.

Utilities:

- Domestic water service with a meter and backflow preventer is not expected to be required for the parking garage. Reference Landscape Architecture for irrigation design requirements for irrigation meter, backflow preventer, and irrigation system layout.
- Sanitary sewer service is not expected to be required for the parking garage. If a connection is needed, a 6-in sanitary sewer line is located along the existing alley west of proposed parking garage that connects to an existing 15-inch sanitary sewer line on W. Kuhn St. If a service connection is required a 8-in PVC SDR-26 sanitary sewer lateral will be suitable to service the parking structure.
- Fire Hydrants are currently located at the northeast corner of W McIntyre St & N 10th Ave, southwest corner of W Kuhn St & N Closer Blvd, and another ±75-ft south of W Kuhn Rd along the east right of way of N Closner Rd which addressed the minimum distance of a building to a fire hydrant of 300-ft.

Drainage:

- Drainage from the parking structure will be routed per the plumbing design and discharge into the existing drainage swale located along east property line of the project location which is to remain. Rubble rip rap or concrete flumes are recommended at plumbing discharge points into the swale to prevent erosion and scour of the drainage swale. Detention requirements are expected to be accommodated within the drainage swale. The existing drainage swale would be regraded to a minimum 3:1 side slope with a typical V-shaped cross section and discharge into the City of Edinburg's

existing storm inlet in the intersection of W McIntyre St and N Closner Blvd through an existing 12-inch RCP bleeder.

Paving:

- Driveways for ingress and egress of the garage will be concrete minimum 3000 psi per City of Edinburg standard pavement design unless otherwise stated by a Geotechnical report.
- Sidewalks and ADA Ramps will be constructed to City of Edinburg standard pavement design. Sidewalks will be constructed to a minimum 5-ft width and maximum 2% cross slope, additionally all ramps will be design to meet ADA compliance requirements.

ELECTRICAL

The illumination for the City of Edinburg Downtown Parking Garage will be designed to comply with the following criteria:

State of Texas and City of Edinburg Adopted Codes and Amendments

- 2017 National Electrical Code (NEC)
- 2018 International Energy Conservation Code (IECC)
- 2018 International Building Code (IBC)

Applicable Standards

- Illuminating Engineering Society of North America (IESNA)

Power:

- The electrical service for the new parking garage will be designed around conventional power levels for a commercial application and standard rating of electrical panelboards. The electrical service voltage at the site will be rated at 480Y/277 volts, 3 phase, 4 wire.
- The parking garage will be powered by a 480Y/277V 400A main distribution panelboard "MDP".
- Panel MDP will feed dedicated panels and step- down transformers to power both lighting and general power loads. The step-down transformers will reduce the voltage from 480 volts to 208/120 volts three phase. The total voltage drop across branch circuits and feeders will not exceed 5% in order to comply with recommendation established in the NEC 2017.
- All electrical gear installed shall be NEMA 3R for all equipment exposed to the environment or inside locations subject to high levels of humidity. This electrical gear includes electrical disconnects, electrical enclosures and panelboards.
- Surge protection devices will be provided to reduce costly downtime and protect sensitive electronic equipment against the damaging effects of transients caused by lightning, utility switching and internal load switching.

CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE PROJECT AND THEIR DEMONSTRABLE ABILITY TO CONVEY CONCEPTS

BUILDING

The superstructure of the building must be adequate to resist the applied design loading, satisfy the performance criteria for such items as deflection and vibration control, and accommodate the architectural design. For this building the following structural systems are anticipated/recommended:

- *Ground Level Structure (Parking Level 1)*
  It is anticipated that the ground floor will consist of a 5" thick concrete slab-on-grade, over prepared subgrade, reinforced and jointed as required to reduce concrete cracking. Subgrade preparation and subbase will comply with the geotechnical engineering report recommendations. We anticipate that the slab-on-grade will "float" at typical wall interfaces to minimize the potential for slab cracking and allow for the expansive soils at the site. The expansive soils will be mitigated per the geotechnical recommendations to minimize potential vertical rise.
- *Supported Levels (Parking Levels 1-3)*
  The structural system is anticipated to be precast, pre-stressed concrete. The structural system will be designed and detailed to accommodate anticipated volume changes from concrete drying shrinkage, elastic shortening, creep, and temperature changes.

  The supported parking levels are anticipated to consist of precast concrete columns, beams, and double-tees. Precast beams and double-tees will be pre-stressed. The precast floor system framing will have a 3" cast-in-place concrete topping slab placed in the field with tooled control joints over each joint between precast members.
- *Foundations*
  The foundations for the building will be designed in accordance with the Geotechnical Engineering Report prepared specifically for this site. It is anticipated that the foundation system will consist of deep straight-shaft piles, pile caps and grade beams.
- *Future Expansion*
  The parking structure will be designed for future expansion to complete the remainder of level 3. The current phase of construction will be designed and constructed with the adequate detailing and structural capacity to easily accommodate future expansion.

LATERAL STABILITY

The overall lateral stability of the building will be provided by precast concrete shear walls.

VERTICAL CIRCULATION

We anticipate two towers for vertical pedestrian circulation and egress. The main elevator/stair tower will be located in the southeast portion of the footprint, and a secondary stair tower will be in the northwest portion of the footprint. The tower(s) will consist of precast concrete walls, columns, beams, stairs and slabs. The precast concrete walls are anticipated to be 10" thick with both vertical and horizontal reinforcing bars, as required. The elevator pit is anticipated to be 4 to 5 feet in depth with 12" thick cast-in-place concrete walls. The pit will bear on a 36-inch-thick mat footing. Stairs are anticipated to be precast concrete with an estimated thickness of 10 inches.

DURABILITY DESIGN

- General Principles - The design intent is to provide a parking structure with a design service life of 50 to 60 years. During this service life, major structural repairs should not be required (i.e. significant concrete corrosion deterioration repair). During this anticipated service life, we would anticipate that as a minimum, the following housekeeping and maintenance would be necessary.
  a. Housekeeping – We would generally define housekeeping as work conducted by in-house staff consisting of basic cleaning, sweeping, slab wash downs, etc. Housekeeping would include items such as:
     ◊ Sweeping of the stairs, elevator lobbies and floor slabs on a regular basis.
     ◊ Trash collection on a periodic basis.
     ◊ Slab wash downs and floor drain clean-out on a semi-annual basis.
     ◊ Cleaning of stair enclosures, doors, door frames and glass on a periodic basis.
     ◊ Cleaning of signage, elevator floors, doors, walls, parking equipment, etc., on a periodic basis.
  b. General Maintenance – General maintenance would usually be performed by in-house staff; however, outside contractors may be required in some cases. Maintenance would represent tasks necessary to ensure proper operations of systems and components. General maintenance would include items such as:
     ◊ Doors and Hardware – Periodic lubrication.
     ◊ Parking Equipment – Generally the parking equipment maintenance is performed by an outside contractor. It should be anticipated that parking equipment would be replaced with new equipment every 10 years.
     ◊ Elevator – Elevator maintenance is generally provided by an outside maintenance firm.

- ◊ Lighting – It is anticipated that the lamps should be replaced every 1 1/2 to 3 years, and light fixtures will likely require replacement every 20 years.
- ◊ Sealants/Expansion Joint – Repair/replacement of isolated sealant or expansion joint failure. Leaking at slab cracks may also require sealant installation.
- ◊ Painting – Painting touch-up should generally be performed as damage is observed. It is anticipated that repainting of exposed steel would be performed every 10 years, and parking stripes reapplied every 5 years.

c. Structural Maintenance – Structural maintenance is generally performed by outside contractors and will consist of repairing damage to waterproofing or structural elements. Structural maintenance would include items such as:

- ◊ Crack and Joint Sealants – It is anticipated that sealants will be replaced every 10 years.
- ◊ Expansion Joints – Expansion joints require replacement every 10 years.
- ◊ Stair/Elevator Tower Roofing Systems – These waterproofing systems will likely require replacement every 20 years.
- ◊ Slab Penetrating Sealer – It is anticipated that a penetrating sealer would require reapplication every 5 to 10 years, depending on the type of material used.
- ◊ Concrete Repairs – It is anticipated that, even with state-of-the-art durability features, isolated concrete repairs will be required, generally due to corrosion deterioration.

The parking structure will be designed and constructed with an emphasis on durability and ease of maintenance. The design will comply with the minimum recommendations of durability zone I of ACI 362.1R Guide for the Design and Construction of Durable Concrete Parking Structures. Components will include details and materials that promote long-term durability. Specific features are anticipated to include:

1. Low water/cement ratio concrete, 0.40 or less.
2. Positive drainage to floor drains of 1.5% minimum slope.
3. Minimum concrete cover of 1.5" for top of slabs.
4. Painted or hot-dipped galvanized finish for all exposed connections and embed plates.
5. Polyurethane sealants in all concrete slab construction and control joints and cove sealants.
6. Silane sealer (100% solids content) on floors exposed to the sky.
7. Traffic bearing membrane over electrical/storage/mechanical areas.
8. Expansion joint at transition from ramp on grade to supported structure.

PARKING/FUNCTIONAL LAYOUT

WGI recommends the use of User Comfort Factors (**UCF**) to classify conditions in parking facilities. The UCF approach is applicable to a number of design considerations in parking including the extent of trail blazing signage, vehicular circulation, site dimensions, parking geometrics, flow capacity, and entry/exit design. Acceptable user comfort factors for parking, which are defined below, range from A to D.

UCF D: Poor; less than 50% of patrons will be satisfied

UCF C: Acceptable; 50% of patrons will be satisfied

UCF B: Good; 75% of patrons will be satisfied

UCF A: Excellent; 90% of patrons will be satisfied

UCF criteria should be related to the needs and concerns of users balanced with efficiency and cost effectiveness. Generally, users with low familiarity and high turnover, such as transients/visitors/patients, should be accorded a higher UCF. On the other hand, users with high familiarity and low turnover, such as monthlies/employees, are more tolerant of lower user comfort, with the exception of criteria related to travel time and average wait.

Based on our understanding of the site constraints, user types and the City of Edinburg parking standards, a UCF of A/B is anticipated. Following the evaluation of alternative parking structure layouts and ramping configurations, the option best balancing the optimization of the design for the City of Edinburg Public Parking Structure was selected as described below.

1. Number of Parking Spaces: The initially anticipated garage is a three-level structure (one level at grade with two supported levels) with approximately 219 parking spaces.
2. Functional Layout: The City of Edinburg Public Parking Structure is a two-bay wide, 3-level structure located

at the SW corner of the intersection of Kuhn Street and Closner Blvd.

A. Circulation: The parking structure is a two-bay wide, single-threaded helix structure with 2-way traffic to accommodate vehicular circulation. The primary ramp is in the western bay with a slope of approximately 6.3% from Level 1 to Level 2 and a slope of 5.7% from Level 2 to Level 3.

B. Parking space sizes: Standard parking spaces are a minimum of 9'-0" wide and 18'-0" long and will be single line striped with yellow pavement marking paint. Compact vehicle spaces are 8'-0" wide and 16'-0" long.

C. Parking Structure Height: The floor-to-floor height from Level 1 to Level 2 is a minimum height is 11'-4" to provide clearance for ADA van-accessible parking on Level 1. The floor-to-floor height from Level 2 to Level 3 is 10'-4".

D. Accessible Parking: A total of 7 parking spaces shall be reserved for accessible parking in accordance with ADA guidelines. Of those accessible spaces, 2 parking spaces are designated as ADA van-accessible. All accessible spaces are located near the elevator tower on each level. The van accessible spaces are on Level 1.

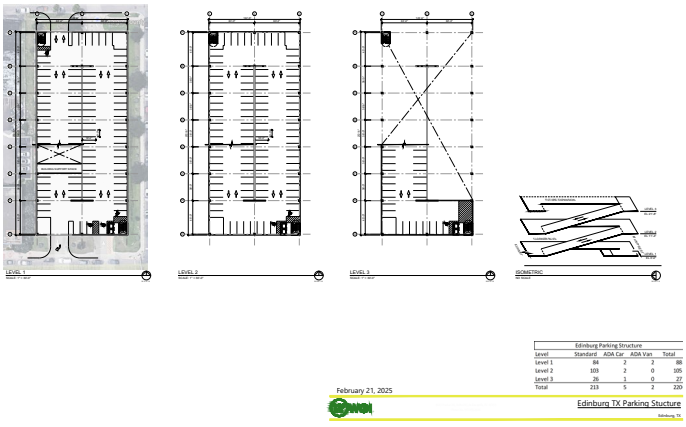
E. Reserved Parking: Reserved parking will be further studied as the design progresses to determine the need for any of the following types:

- Electric vehicles
- Car pool
- Ride share

F. Vehicle Entry/Exiting: There are two (2) entry-exit locations. One entry/exit is located at the NW corner of the garage and will provide access to Kuhn Street. The other exit is located at the SW corner of the garage and will provide access to McIntyre Street. Each entry-exit location will be open to the public and will not have any parking access or revenue control equipment.

G. Pedestrian Access:

a. Main stair-elevator tower will be located in the SE corner of the parking facility. The additional egress stair tower will be located in the NW corner of the parking facility. The main stair-elevator tower will extend from Level 1 up through Level 3, while the additional egress stair tower will extend from Level 1 to Level 2.



PARKING OPERATIONS

1. Parking Guidance: The owner may choose to install a parking guidance system that will be further investigated. The system could provide a total facility parking count. The number of vehicles can be counted when entering and exiting and the number of available spaces can be displayed on a sign near each of the vehicle entries.

2. Signage:

A. Exterior signage will identify the parking ramp entry/exit locations.

B. Interior signage will be provided as needed to direct vehicles to parking and exits, and to direct pedestrians to the stair towers and elevators.

C. Wayfinding signage will include column or wall mounted signs per level (1 thru 3) indicating level number, parking zone, and a custom reminder color/theme specific to each level.

D. Signage will be provided at the stair-elevator towers, at accessible parking spaces, at small car only spaces and at any reserved spaces (if applicable).

E. A car count system may be used to activate an LED sign at the structure's entrance and provide parking availability by facility as described above.

7

CRITERIA SEVEN: RESPONDENT'S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT

CATAMOUNT
CONSTRUCTORS INCORPORATED

CRITERIA SEVEN: RESPONDENT'S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT

CRITERIA SEVEN:

A. Describe how you will measure the quality of service provided to the City for this Project,and describe your warranty service support philosophy and warranty service implementation plan for this Project.

PROJECT CLOSEOUT + WARRANTY

Our closeout process is run by the Project Manager who leverages Procore to ensure closeout documents are delivered prior to the completion of your project.

Our Superintendents use iPads on the jobsite, which allows them to create deficiency lists, take pictures on the spot, and tie photos to the project documents. This process, in conjunction with our Quality Control Plan, assists in defining the differences in deficiency items, incomplete work, and punch-list items. Also, it provides all team members immediate notifications of the project status. At the end of the project, you can use this program after the warranty period to help provide notifications for continuing and routine maintenance items.

Additionally, we build and implement a turnover schedule during the startup process. The turnover schedule will incorporate final inspections, fixturing, commissioning, approvals, owner-provided equipment delivery / installation, substantial completion, punch-list walk, punch-list management, Certificate of Occupancy, and final handover. Commissioning takes place as dictated by the turnover schedule.

Within 30 days of turnover, we will deliver closeout manuals to the designated point of contact. These manuals will include, at a minimum, final waivers, subcontractor guaranties, manufacturer warranties, as-built drawings, permit / inspection cards, the Certificate of Occupancy, and operations and maintenance manuals.

Toward the end of the warranty period, we believe that a walk-through must take place to identify any latent defects in our work. The goal is simple, to assure you that the project exceeds quality expectations, and that Catamount is here to support you beyond the time we complete construction.

WHAT YOU CAN EXPECT

The post-construction phase is a critical phase of any project's lifecycle, and Catamount is committed to approaching post-construction procedures with the utmost professionalism, care, and attention to detail.

Catamount guarantees the quality, condition, and reliability of all subcontractor workmanship for a period of one year following the establishment of Substantial Completion on any given project. All Catamount subcontractor work is reinforced through the collection of subcontractor warranty letters. These warranties extend to any and all claims of faulty workmanship, which are guaranteed to be remedied prior to the end of the warranty period. Any defects with manufactured products not related to faulty workmanship are covered by their own individual warranty letters, which are provided to you upon project closeout.

From final punch list to the conclusion of the warranty period, the Catamount team guarantees a seamless operation with emphasis on strong communication and coordination.

ESTABLISHMENT OF SUBSTANTIAL COMPLETION

The **final punch list** and the establishment of Substantial Completion go hand-in-hand, with the punch list outlining any remaining modifications needed for the project to be considered complete. This list may continue to be updated until the time that Substantial Completion is established, so as not to prematurely overlook any additional work items that may arise. Any outstanding items on the punch list will be prioritized.

In some instances, all parties acknowledge and agree that the work has been completed to the owner's specifications, yet outstanding items remain on the punch list. If these items do not immediately hinder the owner's ability to leverage the space, Catamount may issue a **Conditional Substantial Completion** letter.

The Conditional Substantial Completion letter is created in conjunction with our architect partner, and details that any remaining outstanding items are to be completed during the warranty period. At the same time, but prior to Conditional Substantial Completion, the Catamount project team will work alongside you to formulate a **warranty tracking sheet.** This tracking sheet identifies specific dates and time frames in which these items will be completed.

THE WARRANTY PERIOD

Following the establishment of Substantial Completion, Catamount will provide you with a detailed **closeout binder.** Included in this binder, you can expect to receive a comprehensive list of all subcontractors, their core responsibilities in relation to the project, and their contact information. A designated point of contact will have been established for all subcontractors, and this information will also be provided to you should you need to submit a claim.

All subcontractor and manufacturer warranty letters will also be compiled and included in this binder for your reference. A complete copy of the closeout binder will also be shared with you electronically.

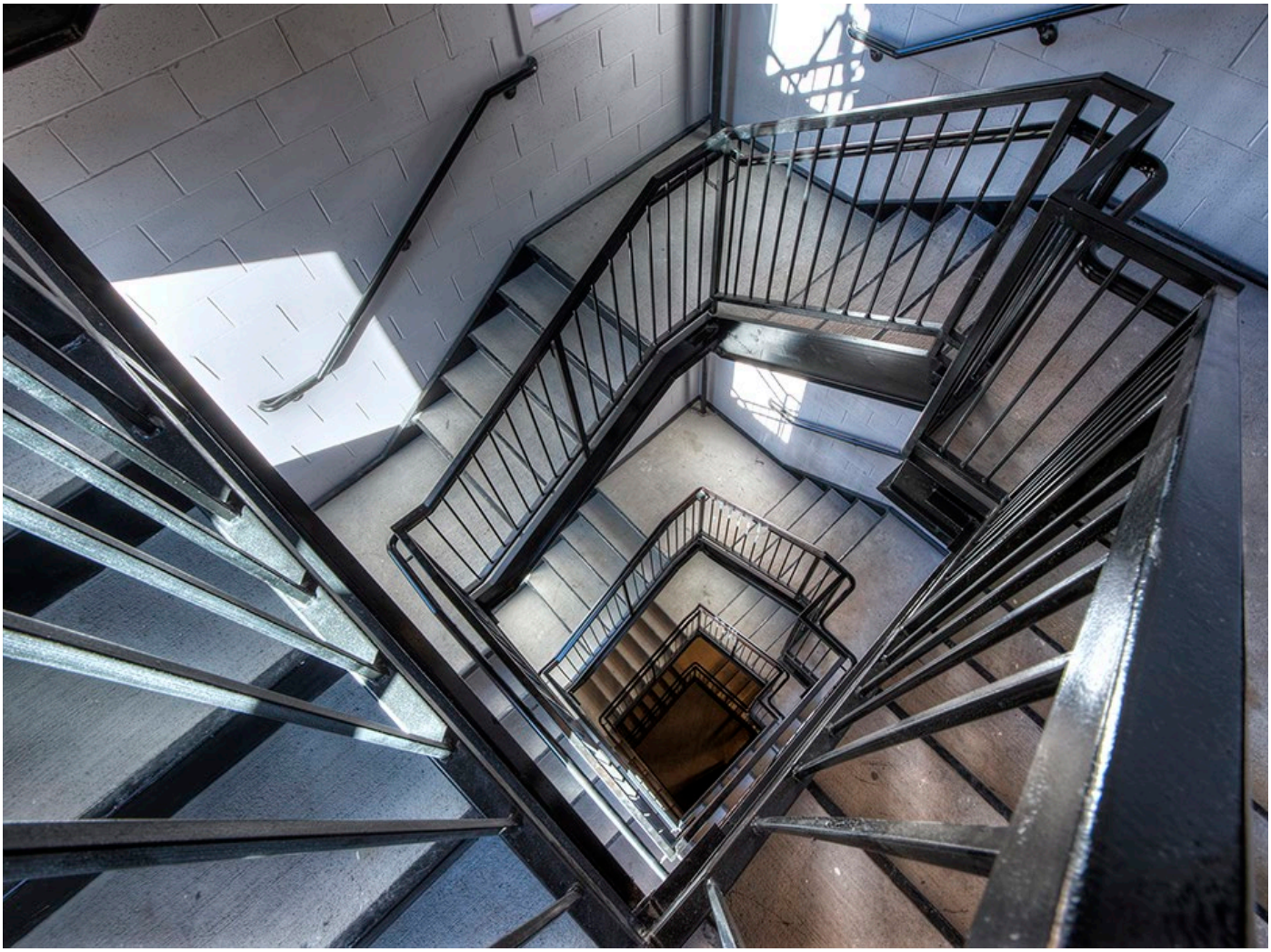
During the warranty period, your designated Project Manager will continue to serve as a trusted resource to you

and can coordinate with relevant subcontractors on your behalf should any issue arise that requires corrective action.

Catamount will commence corrective action on all warranty items:

- Within two days of notification for any warranty issues that are not property- or life-threatening
- Within four hours of notification for any warranty issues that are either property- and/or life-threatening

Finally, 30 to 60 days prior to the end of the warranty period, your Project Manager will coordinate with you to perform a final walk-through. This serves as an opportunity for Catamount and the City of Edinburg to identify any remaining warranty items, as well come to an agreement on when they will be completed. Catamount will send a final notice when an agreement with the owner is made, and there are no additional issues that require attention during the warranty period.



B. Provide reference letters from three (3) clients identified in Section 3.4 of the previously issued RFQ that describe your response to, and performance on, warranty services AFTER substantial completion.:

ONESTREET RESIDENTIAL

104 Interstate N. Pkwy East SE
Atlanta GA 30339
770-850-8280

September 10, 2024

Catamount Constructors
1327 Northmeadow Parkway, Suite 150
Roswell, GA 30076

To Whom It May Concern:

I am pleased to recommend Catamount Constructors based on their outstanding performance on the Hayloft Cottages Big Creek project that we currently have under construction. Our 113-unit build-to-rent, active adult, residential development showcases Catamount's exceptional expertise in managing and executing complex, large-scale projects.

The scope of work was extensive, including seven different building types and various amenities, such as a clubhouse with a community areas, exercise rooms, and office spaces, pickleball courts, and other recreational amenities. All of these components have been completed to the highest standards, demonstrating Catamount's versatility and attention to detail.

What truly sets Catamount apart is their strategy of optimizing subcontractor efficiency. By carefully managing the pace of work across different trades, Catamount has maintained a seamless, unbroken construction process. This approach has not only kept the project on schedule, but has also ensured consistent quality across the project; we are thrilled with their progress thus far.

Throughout the construction process, Catamount has maintained clear and consistent communication with our team. Their project team is always accessible and has promptly addressed any subcontractor concerns that have arisen. This level of transparency has been invaluable to us.

I wholeheartedly recommend Catamount Constructors for any build-to-rent development. Their unique ability to combine rapid construction with high-quality results, coupled with their ability to be proactive in controlling project costs, truly sets them apart as industry leaders.

Sincerely,

Deke Rochester | Division Partner
OneStreet Residential

September 16, 2024

Catamount Constructors
1327 Northmeadow Parkway
Roswell, GA 30076

To Whom It May Concern:

I would like to take this opportunity to enthusiastically endorse Catamount Constructors for their exemplary work on the High Meadows School Campus over the years. I can confidently say that we have selected the right contractor as our partner. Our current project, which involves constructing a 6,400 SF two-story middle school classroom building on our active campus, has just broke ground now that we have made it through conceptual, fundraising, and permitting phases of the project. We have already faced numerous challenges and Catamount has been exemplary in working through each of these with professionalism, excellent communication, and great expertise. We are very excited to work on yet another job with Catamount.

From the outset, Catamount's commitment to safety, quality, and efficient project management set them apart. Their comprehensive safety program has minimized disruption to our academic programs through thoughtful scheduling and maintaining safe pathways for student movement. This has given us great peace of mind throughout the entire process.

Furthermore, Catamount's proactive communication style means that we are always informed and involved in decision-making processes. They have approached our budget with the same care and consideration they would their own, enabling us to make informed decisions and avoid costly surprises. This level of integrity, combined with their technical expertise and client-focused approach, makes Catamount Constructors an invaluable partner for any construction project, particularly in educational settings.

Their understanding of our specific needs as an educational institution has been evident in every aspect of their work. Overall, I give Catamount Constructors my highest recommendation. Any institution fortunate enough to work with them will undoubtedly find, as we did, that they are in exceptionally capable hands.

Sincerely,

Michael Rhodes (he/him/his) | Director of Technology
High Meadows School | 1055 Willeo Road | Roswell, Ga 30075
770.993.2940 | direct: 678.507.1183 | highmeadows.org

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

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CRITERIA EIGHT: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT

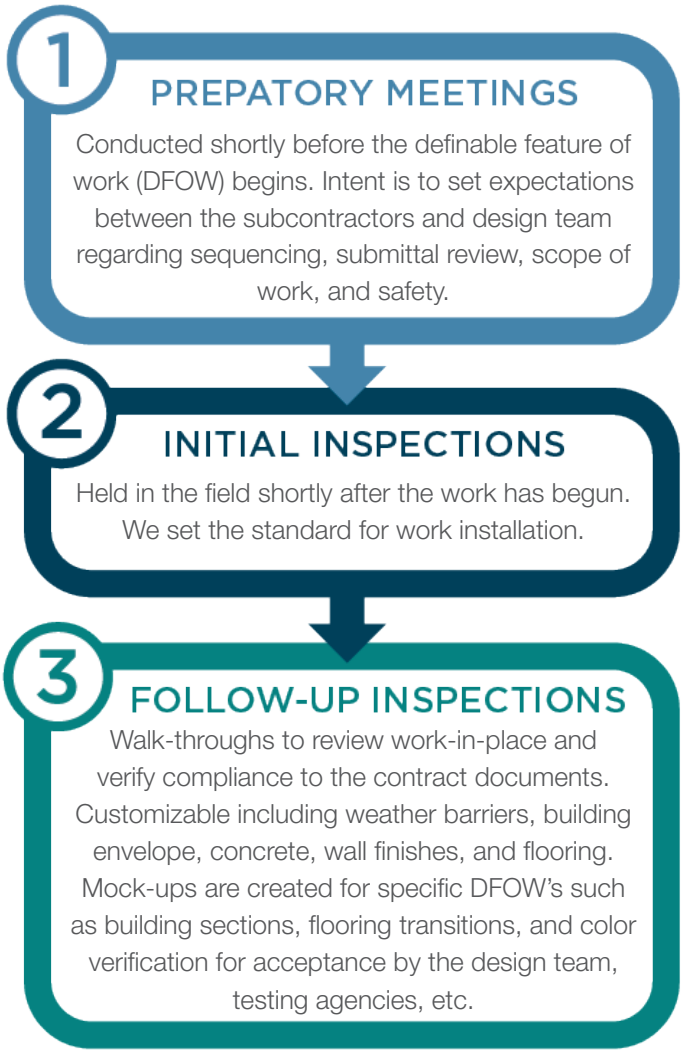
CRITERIA EIGHT:
A. Identify the quality control and commissioning team, their duties, city(s) of residence and their objectives for this Project.:

QUALITY ASSURANCE

Catamount's 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

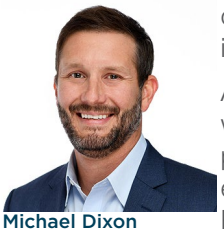
Catamount's Quality Assurance/Quality Control (QA/QC) Plan is a three-phase process:



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.

Damian Janak
Superintendent

Our Superintendent is responsible for daily QA/QC with oversight by our Project Executive as well as the Senior Project Manager. The project team will set-up the QA/QC Plan which includes continual/final field inspections.



Michael Dixon
Vice President

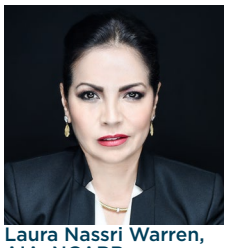
All non-conforming work will be photographed, entered into Procore, documented in the deficiency log, reviewed regularly and any non-conforming work is immediately addressed with the responsible subcontractor. Most non-conforming work is resolved immediately. In the event the non-conforming work requires 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.

Chuck Landry
Senior Project Manager

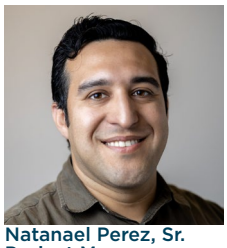
CRITERIA EIGHT: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT

The Warren Group Architects, Inc. (TWG) performs and follows the following steps for every project to ensure Quality Assurance is provided and delivered to each and every one of our projects:

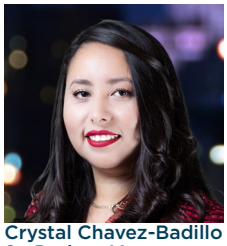
- Pier review of plans
- Assign experienced design team members and consultants to fit the profile of the project



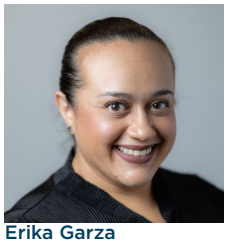
Laura Nassri Warren, AIA, NCARB



Natanael Perez, Sr. Project Manager



Crystal Chavez-Badillo Sr. Project Manager



Erika Garza Sr. Administrator/Spec Writer

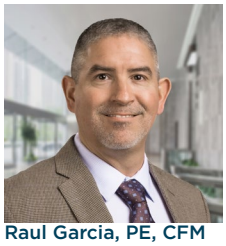
- Continued education of applicable codes enforced on all members of The Warren Group
- Plan review meetings with Building Officials during the Design Development stage of the project.
- Outreach to vendors of the materials and methods applied to the project to ensure proper and compatible materials are being correctly specified to each project. This also allows us to continuously have updated library of Materials, details and specifications.

Our team is committed to integrate and complement each other's expertise. We do this by ensuring that the best qualified team members are assigned and available to each project, if possible to provide a continued uninterrupted high level of care at each and every one of the project phases. We are committed to ensuring that key members and principals are available at all times and as much time necessary to meet project schedules and deliverables. We have sufficient staff and resources to support requirements of scope of service; however, if necessary, TWG will supplement production capability in order to meet schedule demands.

Our business and service oriented approach has proven to provide the most economic efficient facilities that:

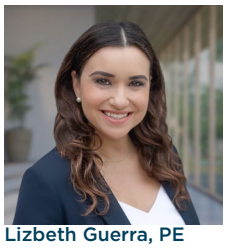
- Provide flexibility to allow program changes
- Stay with-in budget
- Are energy efficient
- Supports future growth
- Keep your team involved and informed
- Stays on Schedule

Halff structural maintains the same personnel from design to construction support because this team is most familiar with the design to quickly respond to contractor RFI's or questions and to review submittals in a timely manner. Halff also reviews third party testing results required for special inspections on the structural system.



Raul Garcia, PE, CFM

Jim Miller, PE



Lizbeth Guerra, PE

Jose Delgado, PE, RCDD, LEED AP

Trey Murray, III, PE, LEED AP

9

CRITERIA NINE: RESPONDENT'S PRICING AND DELIVERY PROPOSAL

CATAMOUNT
CONSTRUCTORS INCORPORATED

CRITERIA NINE:
Please submit the attached tables included in the RFP file.:

CRITERIA NINE: RESPONDENT'S PRICING AND DELIVERY PROPOSAL

Proposal of: CATAMOUNT CONSTRUCTORS, INC.
(Respondent's Company Name)

Project Name: City of Edinburg Downtown Parking Garage

RFP No.: 2025-002

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the form of Design Build Agreement with General and Supplementary Conditions, the programmatic documentation and any attachments to them, the undersigned proposes to furnish Design-Build services as required for this Project on the following terms:

a) RESPONDENT'S PRE-CONSTRUCTION PHASE FEE: The Respondent shall identify a Pre-Construction Phase Fee, pursuant to the DB Agreement.

Part I Preconstruction Services Fees	
Pre-Design Services Phase:	$ 54,133.00
Schematic Design Phase:	$ 77,556.00
Design Development Phase:	$ 125,317.00
Subtotal of Fees at conclusion of GMP Commitment	$ 257,006.00
Construction Document Phase, including subcontract buyout:	$ 214,126.00
Part I Preconstruction Services Total:	$ 471,132.00

b) RESPONDENT'S CONSTRUCTION PHASE FEE: The Respondent shall identify a Construction Phase Fee percentage, pursuant to the DB Agreement:

Part II Construction Services Our Fee is based on 6.2 Mil. budget		
Design-Build Contractor Construction Phase Fee	$ 269,700.00	4.5%
Design-Build Contractor Construction Administration Fees (Design Professional CA Fees)	$128,690.00	2.08%
Design-Build Contractor General Conditions:	$730,571.36	11.78%
Cost of Work (TO BE DETERMINED)	xxxxxxxxxxxxxxxxx	
Part II Construction Services Subtotal:	$ 1,128,961.36	

3.10.b.1 Using the estimated Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office, and office supply costs for the Project as listed below:

Allowable General Condition Line-Item Category		Cost
On-Site Project Management Staff	subtotal	$ 429,689.70
Bonds Permits, and Insurance	subtotal	$ 184,804.60
Temporary Project Utilities	subtotal	$ 24,213.56

Field Offices & Office Supplies	subtotal	$ 54,750.00
Equipment Rental/Miscellaneous	subtotal	$ 37,113.50

On-Site Project Management Staff and Rates Detail

Position	Quantity	Months	Monthly Salary Rate
Project Executive	1	2.5	$ Overhead Cost
Project Manager	1	5	$ 22,742.73
Superintendent(s)	1	10	$ 25,553.37
Assistant Superintendent(s)	0	0	$ N/A
Project Engineer/Expeditor(s)	1	5	$ 12,088.48
Field/Office Engineer(s)	0	0	$ N/A
Field Office Support Staff	0	10	$ OH Cost - Offsite Support
CPM Scheduler	0	0	$ By Project Manager
Safety Coordinator/Assistant(s)	1	10	$ OH Cost - Monthly Visit

c) ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 02.20.25 No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

d) AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the City as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the City in a Notice to Proceed. The City reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

e) Respectfully Submitted and Certified By:

MICHAEL DIXON
(Respondent's Printed Name)

VICE PRESIDENT, SAN ANTONIO
(Title)

(Authorized Signature)

FEBRUARY 27, 2025
(Date)

State of Texas Tax Account No. 58-2288306

10

MISCELLANEOUS ITEMS / EXHIBITS / ADDENDA

CATAMOUNT
CONSTRUCTORS INCORPORATED

CATAMOUNT LEGAL LANGUAGE – SAMPLE AGREEMENT (DB AGREEMENT)

Sample Agreement – (DB Agreement)

Catamount requests further consideration for several items within the Sample Agreement, listed below (taken from the prior RFQ 4.4.12 Language:

*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."

*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.

CATAMOUNT CERTIFICATE OF INSURANCE

ACORD®

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? (Mandatory in NH) Y / N [ ] 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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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

ACKNOWLEDGMENT OF ADDENDUM NO. 1

Catamount acknowledges receipt of Addendum No. 1, dated 02.20.25 from The City of Edinburg, Mardoqueo Hinojosa, P.E., CFM, City Engineer.

CITY OF EDINBURG **ADDENDUM**

ADDENDUM NO. 1

Date of Addendum: 2/20/25

PROJECT NAME: Edinburg Downtown Parking Garage

PROJECT NO: **2025-002**

PROPOSAL DATE: February 27, 2025. (There is no change to the Bid Date.)

FROM: City of Edinburg
Att: Mardoqueo Hinojosa, P.E., CFM, City Engineer
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-8211

TO: **Prospective Bidders**

This Addendum forms a part of the Proposal Documents and will be incorporated into Contract Documents, as applicable. Acknowledge receipt of the Addendum by inserting in Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

CLARIFICATIONS

Questions through Opengov Portal

1. What drainage system will we tie into?

   Response: the existing system connects to system at the intersection of McIntyre and Closner. The intent is to keep the system the same to minimize cost.

2. Will the parking be full-size or compact parking?

   Response: the discussion during the pre-proposal meeting was that a combination of parking stalls could be done, but the bare minimum amount of parking stalls will be 256. In addition, International Building Code regulations must be met.

3. Do you have a preference for EXIT and ENTRANCE on the building? (Street wise etc.)

   Response: the preference is to have exit and entrance through Kuhn Street. Innovative methods can be discussed during design.

4. What road improvements will affect the building during the design and construction process?

   Response: None. SH 107 Drainage Improvements are expected to let with TxDOT towards the end of the year. It is not expected to be in conflict with this project, if project scheduled for this project are maintained.

THE CITY OF Edinburg

CITY OF EDINBURG **ADDENDUM**

5. Will the parking be free to the public?

   Response: It is expected to be free, but it is subject to change.

6. Will it need to have a gate installed?

   Response: No gate is expected. However, preparations for a gate will need to be included.

7. Will we need to add Addendum#1 from RFQ#2025-001 to this RFP?

   Response: Any addendums from RFQ do not need to be acknowledge. Any addendums on RFP must be acknowledge.

MINUTES OF PRE-PROPOSAL CONFERENCE

Minutes of the Pre-Bid Conference held on 19th, February, 2025, are attached as a record and for the Bidders information.

END OF ADDENDUM NO. 1

Digitally signed by Mardoqueo Hinojosa
Date: 2025.02.20 16:27:12-06'00'

DATED: 2/20/25

Mardoqueo Hinojosa, P.E., CFM, CPM

END OF DOCUMENT

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

REQUEST FOR PROPOSAL RESPONSE

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
RFP #2025-002

FEBRUARY 27, 2025
3 P.M.

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ENRIQUEZ CONSTRUCTION GROUP LLC

CRITERIA ONE: RESPONDENT'S PROJECT EXECUTION PLAN FOR THIS PROJECT

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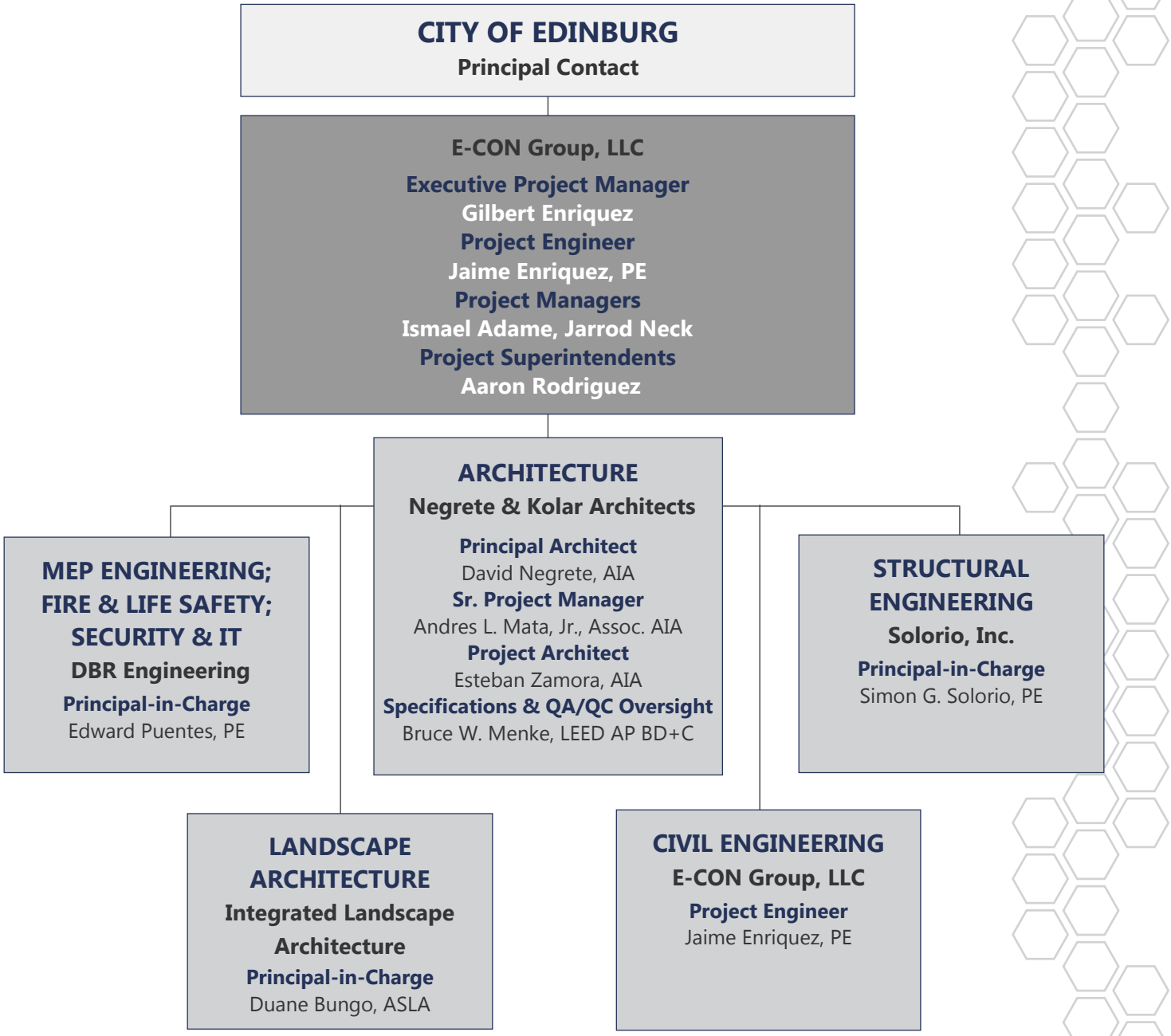
ENRIQUEZ CONSTRUCTION GROUP LLC

CRITERIA ONE

A. Provide an organizational chart for all phases of the project. Confirm in graphic form the proposed project assignments, lines of authority and communication for each member and the estimated percent of time these individuals will be involved in this project for pre-construction services as well as construction phase services.

Each consulting discipline will have adequate staff organized to produce the work required in the time allocated for its performance. All team members will at some point dedicate 100% of their time, perhaps in multiple week durations to achieving the goals and milestones required for project delivery and at other times timeframes 100% focused on tasks requiring less than a day or a continuous week after week application. Effective efficiency is achieved through proper planning focused on productivity, not clock time for the sake of clocking time. In all regards, the teams will be fully staffed, managed and available for meetings, review, and coordination of the owner's interests, needs and requirements.



B. Describe your ability and desire to self-perform work on this Project, and the method for determining yourself as the "best value" through a competitive proposal process

ECON proposes to self-perform overall Project authority, direction, Design Team Management, Cost Estimating and fully staffed Construction management operations focused on project achievement both in terms of budget and schedule.

ECON has determined there is no relative cost savings to a project by attempting to self-perform the work of expert sub-contractors and manufacturers. The assumption that self-performance will yield a lesser cost is a myth not founded in fact when undertaking unique project types. It may work in repeat applications such as standardized housing development but does not work in one-of-kind or unique project applications. The best results are produced by the best contracting forces.

ECON will provide significant value to the project based on ECON's skill in communications during pre-construction and construction. ECON will provide constructability insight to the City of Edinburg and ECON's Design Team by effectively communicating its extensive relevant experience with construction systems and applicable anticipated construction costs in current market conditions.

Manufacturer, supplier, highly qualified sub-contractor relationships and relevant research supported by attentive and accountable project management will yield significant value that ECON will bring to the forefront in programming/project definition, cost control and project execution.

For example, ECON will propose a pre-cast structural system to be in production while undertaking the sub-grade preparation, piers, and ground floor foundation for factory-based quality control, lower dependable cost, and the overall achievement of schedule.

Edinburg CISD Administration/IT Building // Adaptive Reuse
Architect: Negrete & Kolar Architects | GC: ECON

CRITERIA TWO: RESPONDENT'S DESIGN METHODS

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CRITERIA TWO

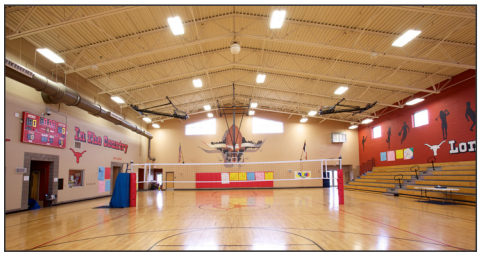
Demonstrate your use of modern design methods, such as BIM, to derive design from, for visualization, system coordination, clash detection, minimize changes, eliminate delay and provide the Authority a model for use in operations and maintenance

The Design Team leader Negrete & Kolar Architects has been utilizing Autodesk Revit BIM software since it made its debut about 20 years ago. N&K LLP utilizes this platform under the leadership of N&K Revit Master Fernando Perez, providing guidance, direction and consultant coordination by design modeling of all projects. The certification of Revit Master is unique and bolsters the dependability of our firms utilization of the software.

N&K LLP utilizes the platform for concept design as demonstrated herein, allowing construction forces to formulate dependable early cost analyses, and in further in the Design process for construction utilizes the benefits of BIM utilization 3-D application resolution and detection of conflicting components requiring resolution.

When coordinating with the Design Team Consultants. The parametric features of BIM make the software efficient in the design phase of the project and those advantages are utilized to resolve situations in design rather than construction.

The structured utilization of the software by our firm does make it possible to provide such a model to a client who is willing to invest in the hardware, software and personnel for the purpose of having a digital record and facilitating Maintenance and operation. The provision of such a model is beyond the cost of basic services for design.



Edinburg CISD Brewster Cafeteria & Football Field
Architect: Negrete & Kolar Architects | GC: ECON

CRITERIA THREE: RESPONDENT'S ESTIMATING & COST CONTROL MEASURES FOR THIS PROJECT

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CRITERIA THREE

We desire to achieve the lowest GMP to deliver the Program within Class 'A' commercial quality expectations as soon as possible at Design Development phase. While a DBBL/budget of $6.2M Is envisioned, preference will be given to the most cost effective economical solution. Demonstrate this with a concept estimate with an appropriate level of detail.

Included in this response by attachment is the ECON Design Team Design Concept tailored to meet and exceed the anticipated Parking Count. Additionally, we can provide a usable storage space below the first ramp for potential COE traffic support items such as cones, barrels, & barricades.

Additionally, we recommend utilization of the ground floor SW corner as a mobile vendor space for the many, and regular community events that can serve packaged food and drinks to the public. Although small, it can be a leased economic generator. A similar space will result above this street level space that may have some similar utilization.

Creation and utilization of these spaces has no significant or real cost beyond doing it this way. The plan for an economic approach to the development of this City Garage involves the following simple but powerful outline of Cost Control.

- Factory Pre-cast production of the above grade Primary Reinforced Concrete Structural System including:
  - Columns
  - Beams
  - Hollow Core Floor planks
  - Perforated metal panels for safety railing and effective obscuring of parked cars
  - A perforated metal panel approach will:
    - Lighten the weight and cost of structure.
    - Increase visibility for safety
    - Provide filtered light from the structure with a positive glow.
    - Well lighted and visible will increase safety for people

Included by attachment to this response is ECON's Opinion of Probable D/B Construction Cost.

Architect: Negrete & Kolar Architects | GC: ECON

CRITERIA FOUR: RESPONDENT'S PROJECT PLANNING & SCHEDULING FOR THIS PROJECT

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CRITERIA FOUR

Provide a CPM Milestone schedule for this Project including Design and Construction which will meet or improve on substantial completion date. Identify specific critical process, phases, milestones, approvals, and procurements anticipated.

- The Design process will be tiered and fast-tracked to

o Generate verifiable dimensional planning for design:	Two Weeks
o Secure COE permitting intent to approve:	One Week
o Implement below grade and on-site Structural Engineering:	Three Weeks
o Initiate manufacturer factory Engineering:	Same timeline
o Secure permit for sub-grade piers and preparation:	End of Three weeks
o Continue, refine, and coordinate Architectural with Structural:	Same timeline
o Review and confirm project scope materials and cost:	Two Weeks
o Confirm cost parameters and secure permit:	One week
o Continuing the finalization of design from all Design Team:	Four Weeks
Total Design Time:	**3 months (13 weeks)**

- While site preparation involved with the challenging sub-grade conditions is initiated, shop drawings for the structural system are produced and reviewed in a matter of two to three weeks after final design is verified and permitted for construction.
- Expedited planning and structural design for on-site implementation will be necessary from the City of Edinburg.
- The project will be Design fast-tracked in verifiable stages to meet the manufacturer's production timeline.
- The project design management will be conducted locally in N&K Edinburg office but 4 blocks from the site and managerially at ECON's Edinburg office.
- Project Review meeting will be held twice weekly between design and construction participants via Teams in brief approximate 30 minute to 45-minute intervals.
- Project Managers and City POC's will be welcome to participate once weekly, at appropriate designated meeting times geared to inform the client.

LRGVDC Bus Maintenance Facility
Architect: Negrete & Kolar Architects | GC: ECON

Donna Intl. Bridge Park & Ride
Architect: Negrete & Kolar Architects | GC: ECON

CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE ON SIMILAR PROJECTS

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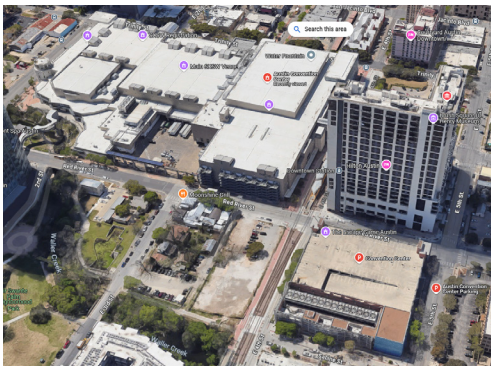
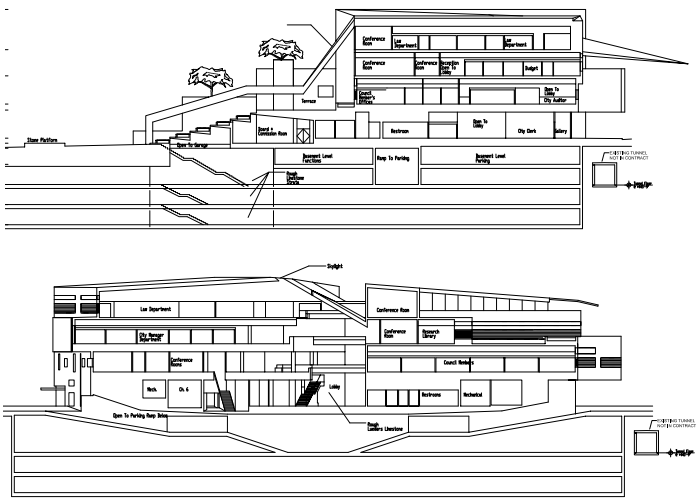
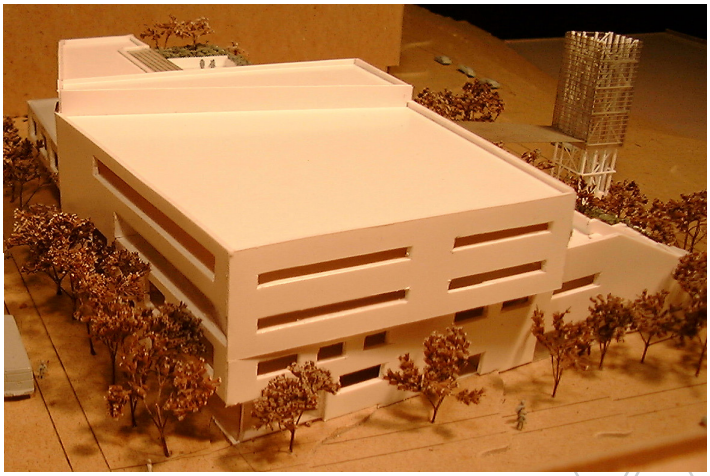
CRITERIA FIVE

Provide examples of site plans, floor plans, BIM views, animations or simulations, and presentation or photographic images or other tools that would assist in communicating concept intent to City.

Austin Convention Center (Parking Garage)



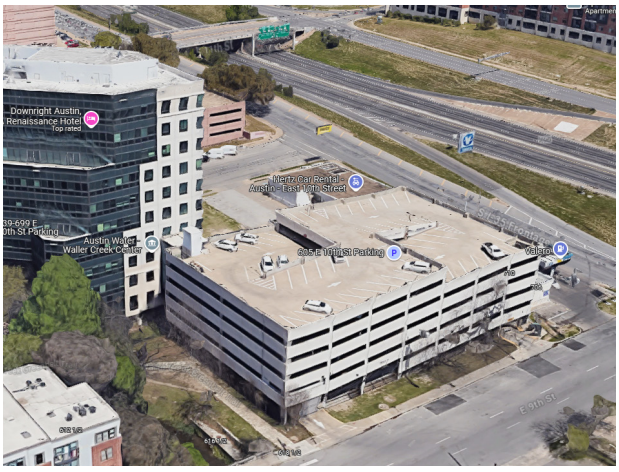
Austin City Hall with Underground Parking Garage

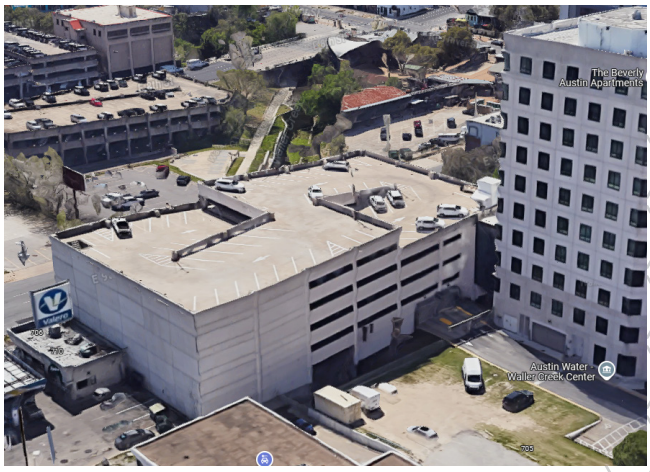



CRITERIA FIVE (CONT.)

Provide examples of site plans, floor plans, BIM views, animations or simulations, and presentation or photographic images or other tools that would assist in communicating concept intent to City.

Avante Plaza & Parking Garage





USDA Midwestern Laboratory - St. Louis

Scan QR Code or follow link below for additional information (sample presentation & animation).

https://nekoarch1-my.sharepoint.com/:f:/g/personal/krojas_nekoarch_com/EkkIBG0W_jtMnhPA3dAzVK8B9k7PLk32paAzJw3jRihEiQ

CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE PROJECT & THEIR DEMONSTRABLE ABILITY TO CONVEY CONCEPTS

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ENRIQUEZ CONSTRUCTION GROUP LLC

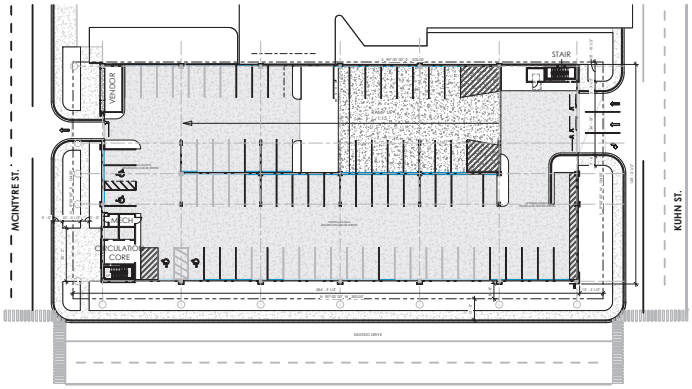
CRITERIA SIX

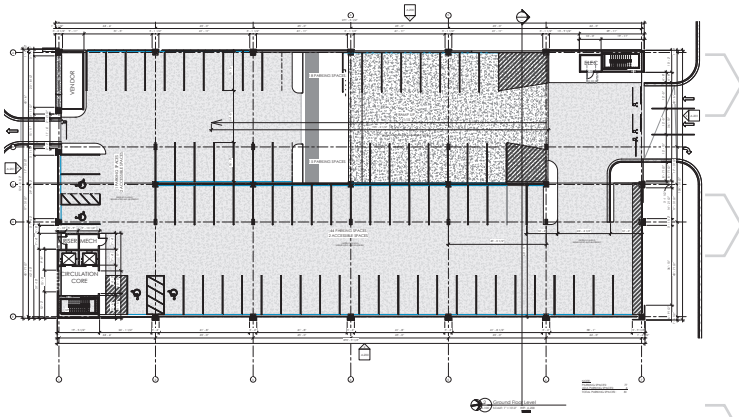
Confirm that architectural representation of project design in the context of its environment is achievable.

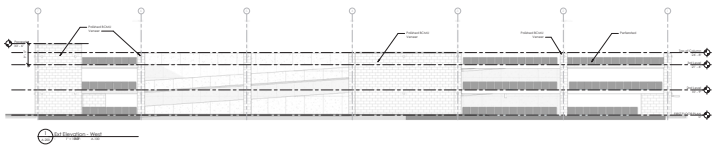
Our team will create a detailed digital model using Revit BIM as well as our Lumion rendering software where we will be able to move through the design in real time at any angle and view with the Project Manager and City POC.

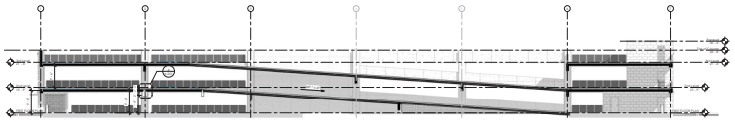
We recommend this approach to clearly demonstrate and simulate anticipated integration with the Project surroundings.

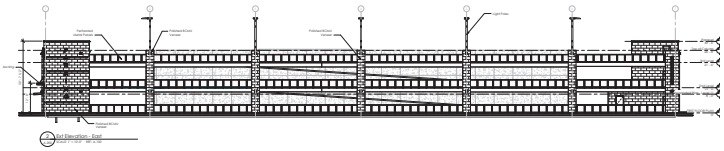
We will also utilize Revit and Lumion to facilitate the ability to consciously consider zoning, environmental, and urban factors in graphic form.

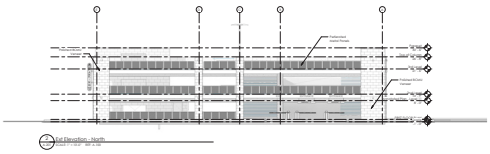


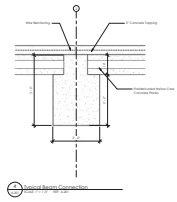


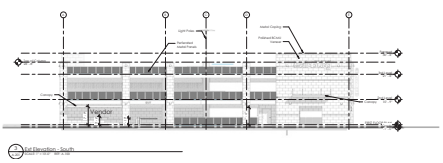












CRITERIA SIX (CONT.)

Confirm that architectural representation of project design in the context of its environment is achievable.

CRITERIA SEVEN: RESPONDENT'S WARRANTY & SERVICE SUPPORT PROGRAM FOR THIS PROJECT

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Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

CRITERIA SEVEN

A. Describe how you will measure the quality of service provided to the City for this Project, and describe your warranty service support philosophy and warranty service implementation plan for this Project.

The true measure of quality of service can only be measured by a satisfactory project outcome. Quality of service during the Design and construction process in the D/B format will be demonstrated by the skilled and effective nature of communications.

COE Project management and POC will be able to evaluate week by week the process on multiple levels based on ECON's weekly agenda depth and effectiveness during design and construction.

The design/build team will implement a systematic approach to warranty tracking and completion to uphold the project's quality post-construction. We 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.

B. Provide reference letters from three (3) clients identified in Section 3.4 of the previously issued RFQ that describe your response to, and performance on, warranty services AFTER substantial completion.

All references listed below have expressed a willingness to discuss our services:

Tropical Texas Behavioral Health; Terry Crocker, Executive Director	956.227.4214
Hidalgo County; Oscar Villarreal, Director of Facilities	956.457.9388
UT- Rio Grande Valley; Abel Vaquera, Project Manager	956.219.5065

Architect: Negrete & Kolar Architects | GC: ECON

CRITERIA EIGHT: RESPONDENT'S QUALITY CONTROL & COMMISSIONING PROGRAM FOR THIS PROJECT

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ENRIQUEZ CONSTRUCTION GROUP LLC

CRITERIA EIGHT

A. Identify the quality control and commissioning team, their duties, city(s) of residence and their objectives for this Project.

ECON (CONTRACTING TEAM)

Gilbert Enriquez, Executive Project Manager; ECON (Edinburg TX)
Global Contracts & Project Management, Quality Control Evaluation
Primary objective for entire Design/Build Process: Provide City of Edinburg the durable long term parking garage application the city needs to spur economic growth, tax base growth, and enhanced quality of life for its citizens.

Jaime Enriquez, PE, Project Engineer; ECON (Edinburg TX)
Systems specific Evaluation and coordination
Ismael Adame ECON Project Manager
In-office Quality Control of materials and systems submitted for implementation.

Aron Rodriguez ECON Superintendent
On-Site Quality Control of work execution, Testing and jurisdictional review and coordination.

Paul Bonilla, Concrete Manufacturer; PRECONTX (McAllen TX)
Factory Manufacturer QA/QC and liaison between Engineers.

DESIGN TEAM

David Negrete, AIA, Principal Architect; Negrete & Kolar Architects, LLP (Austin TX)
Design Team Contracting, Design Lead, Decision Maker, Experienced Evaluation of in-place Work.
Primary objective for all Design Team: Successful Project delivery for City of Edinburg providing design excellence, economy of implementation, use and maintenance and enhanced public safety in use and community integration.

Andres L. Mata, Jr., Assoc. AIA, Sr. Project Manager; Negrete & Kolar Architects, LLP (Edinburg TX)
Day to Day Coordination and management of Design Team and coordination with Prime Contractor.

Esteban Zamora, AIA, Project Architect; Negrete & Kolar Architects, LLP (McAllen TX)
Design Team Technical and functional coordination, public presentation/perception creator of Project Architecture.

Simon G. Solorio, PE, Structural Engineer; Solorio, Inc. (McAllen TX)
Premier Structural Engineer skilled and experienced in design and in place Work evaluation, as well as primary evaluator of safe public use of the final application.

Hugo H. Avila, PE, MEP Principal; DBR (McAllen TX)
Design Mep Engineer, experienced evaluator of long-term use product selection for public safety and energy efficiency.

Robert Tijerina, PE, MEP Project Manager; DBR (McAllen TX)
Design Mep Engineer, experienced Design decision coordinator and engineer for long-term applications for public safety and energy efficiency.

Jaime Enriquez, PE, Civil Project Engineer; ECON (Edinburg TX)
Dual Role as Civil Engineer to assure appropriate coordination of Requirements and Construction.

B. Describe how your quality control team will measure the quality of construction performed by trade contractors on this Project, and how will you address non-conforming work, particularly the closeout performed by the major subcontractors.

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. 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.

La Joya ISD Nellie Schunior Central Administration Building // Before (left) and After (right)
Architect: Negrete & Kolar Architects | GC: ECON

CRITERIA NINE: RESPONDENT'S PRICING & DELIVERY PROPOSAL

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ENRIQUEZ CONSTRUCTION GROUP LLC

CRITERIA NINE

CRITERIA NINE: RESPONDENT'S PRICING AND DELIVERY PROPOSAL

Proposal of: E-Con Group, LLC
(Respondent's Company Name)

Project Name: City of Edinburg Downtown Parking Garage

RFP No.: 2025-002

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the form of Design Build Agreement with General and Supplementary Conditions, the programmatic documentation and any attachments to them, the undersigned proposes to furnish Design-Build services as required for this Project on the following terms:

a) RESPONDENT'S PRE-CONSTRUCTION PHASE FEE: The Respondent shall identify a Pre-Construction Phase Fee, pursuant to the DB Agreement.

Part I Preconstruction Services Fees	
Pre-Design Services Phase:	$ 24,850.00
Schematic Design Phase:	$ 74,550.00
Design Development Phase:	$ 114,310.00
Subtotal of Fees at conclusion of GMP Commitment	$ 213,710.00
Construction Document Phase, including subcontract buyout:	$ 198,800
Part I Preconstruction Services Total:	$ 412,510.00

b) RESPONDENT'S CONSTRUCTION PHASE FEE: The Respondent shall identify a Construction Phase Fee percentage, pursuant to the DB Agreement:

Part II Construction Services	
Design-Build Contractor Construction Phase Fee	$ 310,000.00
Design-Build Contractor Construction Administration Fees (Design Professional CA Fees)	84,490.00
Design-Build Contractor General Conditions:	$ 496,000.00
Cost of Work (TO BE DETERMINED)	
Part II Construction Services Subtotal:	$ 890,490.00

3.10.b.1 Using the estimated Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office, and office supply costs for the Project as listed below:

Allowable General Condition Line-Item Category		Cost
On-Site Project Management Staff	subtotal	$ 211,200
Bonds Permits, and Insurance	subtotal	$ 85,000
Temporary Project Utilities	subtotal	$ 64,500

Field Offices & Office Supplies	subtotal	$ 50,000.00
Equipment Rental/Miscellaneous	subtotal	$ 85,300.00

On-Site Project Management Staff and Rates Detail

Position	Quantity	Months	Monthly Salary Rate
Project Executive	1	9	$ 11,520.00
Project Manager	1	9	$ 6,048.00
Superintendent(s)	1	9	$ 8,000.00
Assistant Superintendent(s)	1	9	$ 7,320.00
Project Engineer/Expeditor(s)			$
Field/Office Engineer(s)			$
Field Office Support Staff	1	9	$ 3,800.00
CPM Scheduler			$
Safety Coordinator/Assistant(s)	1	9	$ 1,500.00

c) ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 ✓ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

d) AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the City as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the City in a Notice to Proceed. The City reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

e) Respectfully Submitted and Certified By:

Gilberto Enriquez	President
(Respondent's Printed Name)	*(Title)*
	2-27-25
(Authorized Signature)	*(Date)*

State of Texas Tax Account No. 32039901684

3025 S. Sugar Road
Edinburg, TX 78539
TEL: 956.259.8005
www.theECONgroup.com

ENRIQUEZ CONSTRUCTION GROUP LLC

EDINBURG PARKING GARAGE
DESIGN BUILD SERVICES
RFP NO. 2025-002

oject is in development and these may not represent final designs.

OPENING LETTER

Gerlach and ERO as the design build team have an advantage for this new project and these are:

- ERO and Gerlach will use the same design and construction administrative approach as the ACE Center and maintain the City's project process continuity and intends to do the same with the new downtown parking garage.
- 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. Thorough knowledge of municipal planning, design, construction, finance and fiscal constraints.
- Gerlach and ERO have a history of working together on several projects in the RGV area.
- ERO and Gerlach have experience with the design-build delivery method on several public and private projects.
- 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.

Respectfully submitted,

Frank Mina
Senior Project Manager
Gerlach Builders
(956) 781-9781

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2.1
CRITERIA ONE: RESPONDENT'S PROJECT EXECUTION PLAN FOR THIS PROJECT

2.1.2 PROJECT EXECUTION PLAN

The organization chart shown below 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.

THE CITY OF Edinburg

BROWNSTONE CONSULTANTS

PLANNING, DESIGN & PRE CONSTRUCTION

Octavio Cantú, CSI, CDT, AIA, NCARB
Project Architect
Design Team Principle in Charge

Juan Cantu, AIA, NCARB, LEED Green
Associate
Senior Project Manager

PRODUCTION

Edgar Villanueva, AIA
Project Manager

Gabe De La Garza, AIA
Production Lead

Manuel Zamora
BIM Director

DESIGN

Roberto Pruneda, RID, NCIDQ
Director of Design

Yesenia Suchil
Associate Architect

INTERIORS

Maritza Cardenas, RID, NCIDQ
Interiors / Wayfinding

Nicole Reyman
Associate Architect

CONS. ADMIN

Monica Rodriguez
Administrator

Norma Salinas
Administrator

CONSULTANTS

Chanin Engineering
Structural Engineer
Jose Garza, PE
Project Manager

Trinity Engineering
MEP Engineer
Leo Munoz, PE
Project Manager

Melden & Hunt
Civil Engineer
Mario Reyna, PE
Project Manager

SiteWork
Landsape Architect
Stephen Walker, PE
Project Manager

CONSTRUCTION SERVICES

Frank Mina
Senior Project Manager

Sylvia Perez
Assistant Project Manager

Gonzalo Rodriguez
VP of Operations

ADMINISTRATION

Airika Stevens

CONSTRUCTION TEAM

Gonzalo Rodriguez

ESTIMATING

Frank Mina
Gonzalo Rodriguez
Fabian Ochoa
Luis Salas
Airika Stevens

SAFETY TEAM

Kaleb Tamez
ESC - Safety Consultants

FIELD STAFF

Victor Hernandez
Juan Rosas

GERLACH BUILDERS ERO ARCHITECTS

2.1.2 PROJECT EXECUTION PLAN

UNIQUE QUALIFICATIONS

Sometimes, modernization is not enough. There are countless industry examples of how good designs are not enough to qualify as a successful project. The reason - the community did not feel understood or validated, the trust was not earned, and the magic never happened. Our background and perspective has taught us how to respect a community's land, people, and history. This is the prominent component of our design approach and it reflects our sensitivity to taking a holistic view of each project so that our clients and members of the community become partners in planning and development.

Our successful background in Municipal Work on strict budgets is a plus for your Parking Garage. The City of Edinburg will benefit with the selection of the Gerlach Builders design- build team for the same reasons our current clients have selected us the second, third, fourth and fifth times. We are a client focused service provider geared to delivering the best possible experience for our clients. Our current backlog of repeat work speaks to the quality of client service we provide.

We anticipate the City of Edinburg will have many key stakeholders with many varying needs and our team will be to provide timely cost-benefit options in order to ensure key decisions are made to keep the project on budget and on schedule. The team will plan and organize to execute City of Edinburg's design approval, preconstruction and constructibility review processes to meet the overall project schedule and will keep the entire team on point throughout the construction process. We will develop an overall project schedule at the onset and track progress weekly to hold the entire team accountable..

Our unique qualifications are:

- **Edinburg Downtown Parking Garage**
- **Edinburg Police Training Facility**
- **Edinburg ACE**
- **Edinburg Promenade Park Amphitheater and Water Garden**
- **Edinburg Police Training Facility**
- **Edinburg Parking Garage**
- **Hidalgo County Courthouse**
- **Weslaco Public Garage**
- **Dodge Arena**
- **Texas State Bank**
- **Design-Build Experience and**
- **AISD TA Brown**
- **Texas State Technological College University**
- **Our Collaborative Teaming Approach**
- **Cohesive Construction Project Team**

2.2
CRITERIA TWO: RESPONDENT'S DESIGN METHODS

2.2.1 DESIGN METHODS

INNOVATION

For all ERO projects, the project is scoped through programming. Achieving a project on-time and on-budget is fueled by our practiced innovation. Early decisions affect the quality of outcomes so these elements are revisited at every stage through the development process and refined. Risks critical to cost containment are identified as well as possible. Many risks are classified as known unknowns. It is an iterative, integrated and collaborative process that uses innovation to solve challenges. ERO is superlative at 3D structural modeling. Modelers construct existing buildings, partial structures or proposed buildings in a computer model and evaluate the design for performance and serviceability. To deal with complexity ERO uses 3D finite element modeling to obtain practical and economical solutions. Irregular geometry, large openings in walls or floors, and even concrete crack widths can all be modeled and analyzed for deficiencies or verified against applicable building code. The current conditions and performance of existing structures can be as studied, observed, and investigated.

The interchangeability of Revit 3D models to ERO's 3D structural modeling software packages expedites changes in geometry, load conditions, and detailing. BlueBeam Revu allows collaboration real time.
ERO is fully equipped and power users of the latest BIM 360, rendering and computing technologies. The team uses an extensive integrated IT system to facilitate all design, production, documentation, whether local or long-distance. ERO staff have gained valuable expertise in engaging talented minds to work collaboratively in creating innovative solutions for highly complex, multi-faceted, and often first-of-their-kind projects.

PROBLEM-SOLVING

Our approach to problem-solving begins with problem seeking and asking what-if questions. Problem-solving is a technique used during every phase of the project and is an activity at our weekly design team meetings. Peers ask what-if questions and question whether the design is optimal or can be improved. For example, in order to reduce overall construction costs (and footprint), all Seguin High School academic classrooms were placed under one roof—four stories high. Lack of as-builts for the renovated area was solved by applying the use of a 3D Scanning tool (laser scanner) which produced accurate building systems information faster and less costly than a manual inspection.

TECHNOLOGY FOR ACCURACY AND SPEED

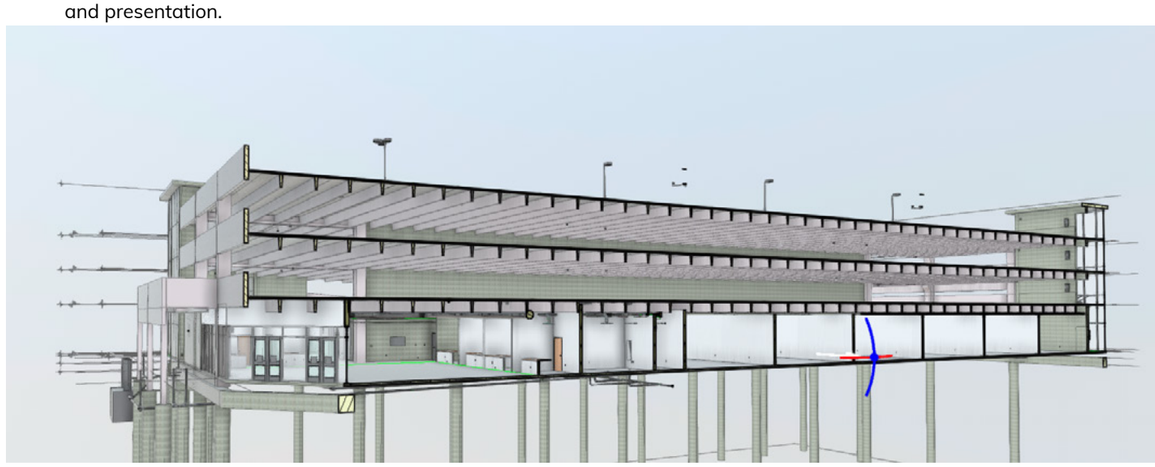
When Autodesk Building Information Modeling (BIM) became available to architects in 2010, we were quick to adopt the new platform seeing the benefits that the new Autodesk Revit software would bring to the firm and to its clients. ERO was one of the first architectural firms in Texas to make the investment and transition from the old way of doing things, via AutoCAD, to the new way, via BIM. BIM has become a powerful tool that has revolutionized the drawing production process. It enables ERO to look at 3D views of the project, refine the design to make it more efficient, and isolate sections, structures and systems. Our employees are all Autodesk Revit, AutoCAD user. On staff we have some of Texas' few AutoDesk Revit Architecture and AutoDesk Revit Structural Certified Professionals and serve as a testing community.

With BIM 360 utilization on over 40 recent design projects, ERO strengthens workflow in the design, detail, production, coordination and submission processes. All project participants are able to access the design and construction information in a single database to collaborate and efficiently manage all disciplines involved in the process and reduces the likelihood of additional costs.ERO staff are fully-equipped and are power users of state-of-the-art design and information software and hardware technologies.

BIMbased workflow allows all project participants to access the design and construction information in a single database. BIM project success provides the operations and facilities team with tools that enable end-users to analyze space-related data, lifecycle data, preventative maintenance scheduling, and perform cost needs analysis. A BIM-based approach allows ERO and its team members to collaborate and efficiently manage all disciplines involved in the design process. We use Navisworks to identify systems clashes to eliminate design errors and coordinate system performance. By working on a BIM database all disciplines have the opportunity to make sure that information is accurate and coordinated to reduce the likelihood of additional costs to the end user. Furthermore, our technology facilitates the production of documents, coordination of all drawings and design documents relating to the design and coordinated across disciplines. We use an extensive, integrated IT system to facilitate all production and documentation work for all types of facility projects. Most design and all construction documents are produced in-house using the latest software applications: Autodesk Revit, AutoCAD and SketchUp. Besides the Microsoft Office Professional Suite and ArchiOffice, many of the ERO computer workstations and notebooks are equipped with Adobe Photoshop CS6 Design Suite software applications for professional graphic design and presentation.

ERO uses a 3D printer to produce large physical scale models that help improve communications among owners and stakeholders. Additionally, our structural engineers use technology to improve design accuracy in replicating actual building performance. We are power-users of RISA-3D, RISA-Foot, SAFE 2014 and EnerCalc as well as our own in-house programmed macro-enabled Microsoft Excel spreadsheets to ac celerate calculation computations. We perform forensic analysis and model concrete cracks, foundation settlement, vibration of floors and building sway and perform seismic analyses.

Today's environment is different. 3D scans and modeling are not just for something nice to have and fun; they now become the working drawings which make field work so much more accurate and save so much time. We can compare our designs against the contractors' programs and get quicker feedback on possible problems before a single spade of dirt is turned. ERO's 3D modeling capabilities help ensure that the needs of the owner, for any building type, are possible from the outset and not just done with a guessing game where costly disappointments can occur later in the projects.



2.3

CRITERIA THREE: RESPONDENT'S ESTIMATING AND COST CONTROL MEASURES

2.3.1 ESTIMATING AND COST CONTROL

The first step in Gerlach's cost estimating process begins with developing a detailed understanding to the Project. During the Preconstruction design Phases, we will work with the City of Edinburg to establish a project definition that is as thorough as possible. We will develop a conceptual estimate that defines materials, quantities and quality. This conceptual estimate, along with the Project Program, will become the starting point for Schematic Design. Every subsequent estimate on the Project shall be compared back to this baseline conceptual estimate. The conceptual estimate provides cost control for the scope of work, materials, quantities and quality for use throughout the Project. It will contain all of the required Project contingencies and any allowances that may be required based on the level of information available. These contingencies and allowances will be discussed with the City of Edinburg and adjusted as appropriate. This conceptual estimate will be more conservative and include a 10% design-builder's contingency.

A Schematic Design estimate will be done near the end of the Schematic Design phase. This estimate will update the quantities, materials and quality of the work against the initial conceptual estimate. As a team, we will meet with the City of Edinburg to check our course and determine if any course corrections are required in the design process. Systems costing and life cycle costing will be provided as needed during the Schematic Design phase. Value management will kick into high gear during the Design Develop phase as our designers, engineers and estimators work hand in hand to maximize the value of the Project. The GMP estimate will be done near the end of the Design Development phase. The GMP will include all required contingencies and any City requested allowances. The amount of the contingencies carried in the GMP will be a team decision based on market conditions and the amount of the GMP estimate compared to the Owner's budget.

ERO's design team will begin developing the BIM model for the Project as week as the Construction Documents. The BIM model will be used throughout the remainder of the Project. Our estimators will use the BIM model for quantity takeoffs to control Project costs against the GMP. We will measure and control scope creep using the BIM model and value management to ensure no surprises when the final Construction Documents are issued for subcontractor bidding.

This estimating and cost control process will be implemented through weekly team meetings with our designers, engineers, the City of Edinburg. Continual cost estimating, will ensure our designers have the immediate information needed to make timely decisions and keep the design process on schedule. Gerlachs' and ERO's management, designers, engineers, schedulers, CPP Manager, MEP and BIM department will be contributing to the keep the Project on time and in budget. Our culture of teamwork and mutual success will drive how we work with the Project team to ensure all the Project team's goals are met.

DOWNTOWN PARKING GARAGE CONCEPT

DOWNTOWN PARKING GARAGE CONCEPT

2.4

CRITERIA FOUR: RESPONDENT'S PROJECT PLANNING AND SCHEDULING

2.4.1 PLANNING AND SCHEDULING

Approach

Gerlach will develop a master CPM schedule for the Project including all design activities, design deliverables, estimates, Stakeholder approvals, City deliverables, constructibility reviews, subcontractor procurement, submittals, long lead fabrication times, construction activities, commissioning and Project close out requirements. Upon award of the Project, Gerlach will conduct a pull planning session with the design team in which they will define their deliverables, dependencies and milestones for completing the design work on schedule. The design team's creation of a design schedule through the pull planning process is the first and most important step in achieving the design schedule. The design schedule will then be used as a "time budget" to control and maintain the schedule.

The day to day management of the construction schedule will be done through weekly pull planning sessions. Each of the involved subcontractors will be involved in the weekly pull planning session, giving them an understanding of the requirements of the schedule and gaining their buy-in and commitment to making the schedule. These weekly pull planning schedules are revisited every morning against the previous day's progress and any new developments.

Maintain Schedule

Gerlach will begin by developing a master schedule to establish a Critical Path Schedule (CPM) and associated bar chart schedule. The schedule is arrived at with input from the entire team and generates the major milestones. Utilizing the Building Information Modeling (BIM) model we will generate a simulated construction schedule. This is a valuable tool for communicating to the subcontracting team the status of construction at any point during the construction process. Weekly look ahead schedules are also utilized throughout the project to keep our construction team focused on the immediate task at hand. At the inception of the project, we will meet with our subcontractors to establish schedule durations and logistics.

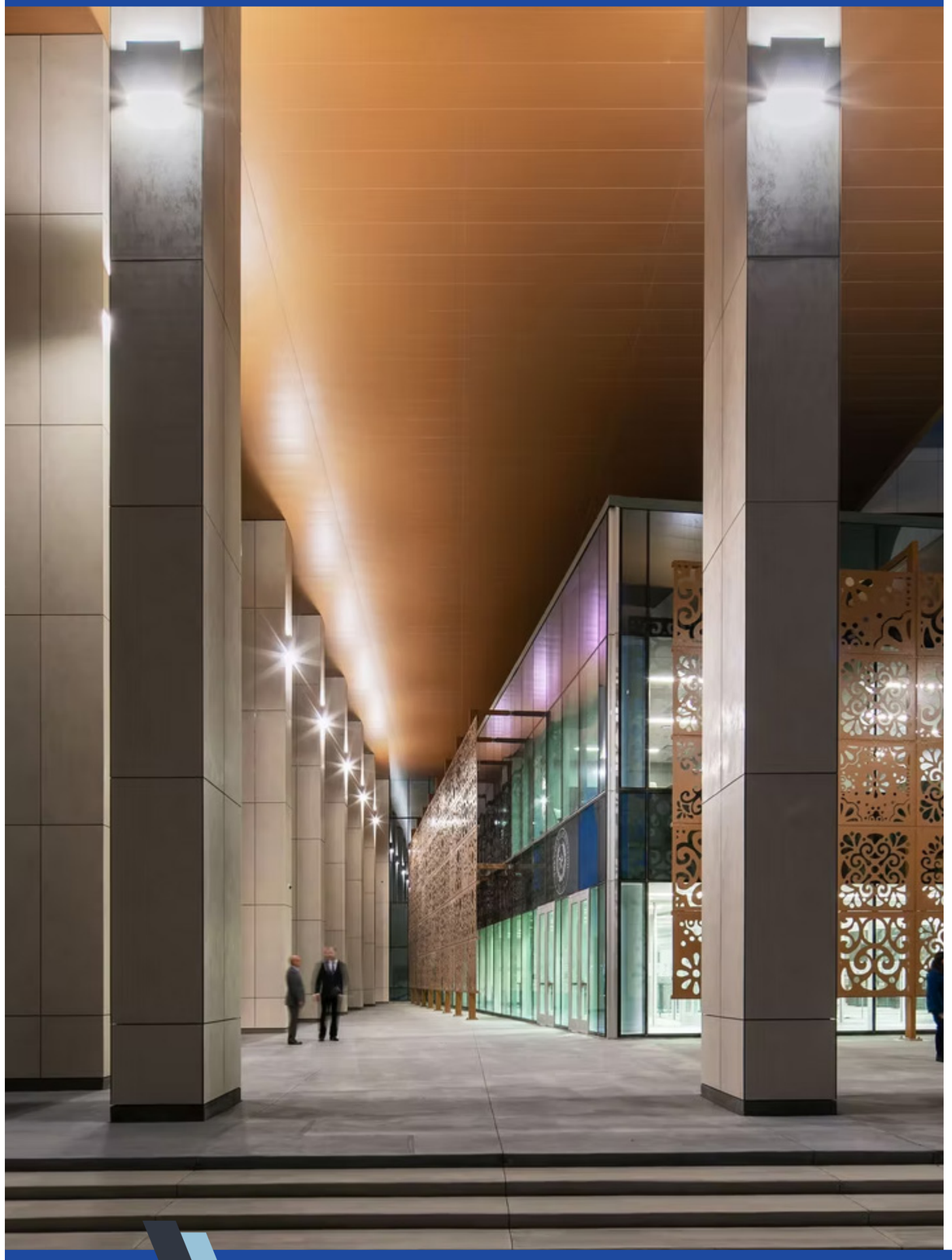
Once we have established our mutually agreed to schedule, and phasing where needed, we will hold each other accountable for making our planned milestones.

Efficiency is maximized by using proven schedule management processes. A variety of detailed schedule documents facilitate communications with all stakeholders. Lean Construction principles guide our scheduling to achieve subcontractor buy-in and make job-site time more efficient. In concert with all subcontractors, we hold Lean-style "pull" sessions, starting at the desired end results and working backwards to develop detailed activities in at least one-half day increments, sometimes to as little as one hour. Instead of subcontractors developing their own sequence of activities in a vacuum, this exercise allows us look at what's most efficient for all combined parties on a job site for a better coordinated schedule that practically eliminates downtime.

As construction progresses, we continue to hold weekly pull sessions to make adjustments in the schedule. To facilitate ongoing coordination between subcontractors, vendors, architects and the City of Edinburg, we maintain a highly visible four-week look-ahead on the project site that clearly shows the activities and sequence of work.

ONCE AWARDED PROJECT:

- Final set of plans will take 2-3 months to complete.
- Two weeks to advertise and request bids.
- Potential Start of Construction - End of Summer
- Sitework and foundation 3 Months
- Precast and prestressed concrete 6 months



2.5

CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE ON SIMILAR PROJECTS

2.5.1 PAST PERFORMANCE ON SIMILAR PROJECTS

ERO AND GERLACH PROJECT

PROJECT NAME AND LOCATION

Edinburg, Arts, Culture and Events Center, Edinburg, TX

SIZE

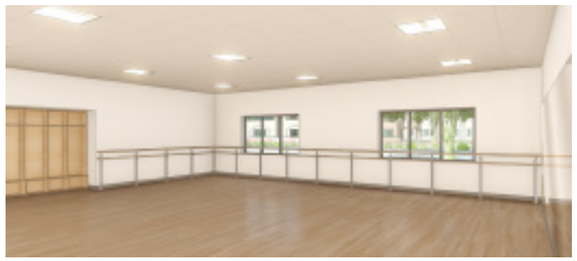
36,000 sf

BUDGET

$11,500,00 / $15,660,000 w/ Alternates

DESCRIPTION

ERO provided a feasibility study, planning, programming, cost estimating, renderings, architecture and interior design and construction administration services for the 36,000 SF arts, culture and events center. Program includes a grand ballroom, administration offices, classrooms, and future cafe.



PROJECT NAME AND LOCATION

Downtown Parking Needs Assessment and Financial Analysis

SIZE

N/A

CONSTRUCTION COST

N/A

DESCRIPTION

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.

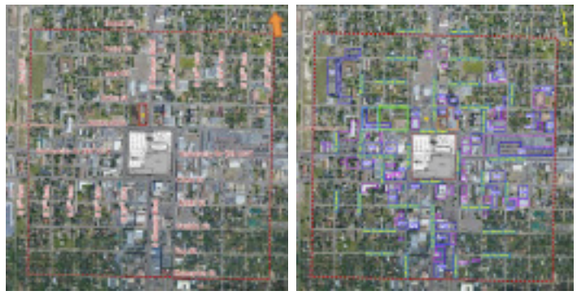


Table 4. Economic Impact–Revenue, Downtown Parking (Total Impact)

	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

2.5.1 PAST PERFORMANCE ON SIMILAR PROJECTS

PROJECT NAME AND LOCATION

Edinburg Downtown Parking Garage, Edinburg, TX

SIZE

118,000 sf

BUDGET

$10,000,000

DESCRIPTION

ERO provided parking needs assessment, feasibility study, planning, programming, cost estimating, renderings, architecture and interior design services for the 118,000 SF multistory parking garage. Program includes 18,000 Commercial Area on the ground floor, 299 parking spaces, and food court area. ERO provided planning, programming, and full architectural services.

PROJECT NAME AND LOCATION

Dodge Arena, Hidalgo, TX

SIZE

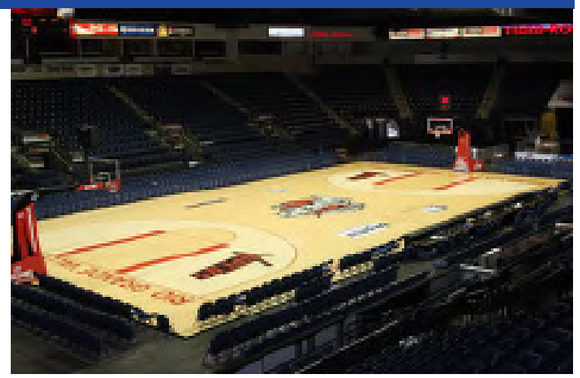
186,000 sf

CONSTRUCTION COST

$12,069,454

DESCRIPTION

It is a 20 Million dollar Multipurpose facility. Ice Hockey, football, basketball concerts and Borderfest are a few of the events that are cur-rently 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



2.5.1 PAST PERFORMANCE ON SIMILAR PROJECTS

PROJECT NAME AND LOCATION

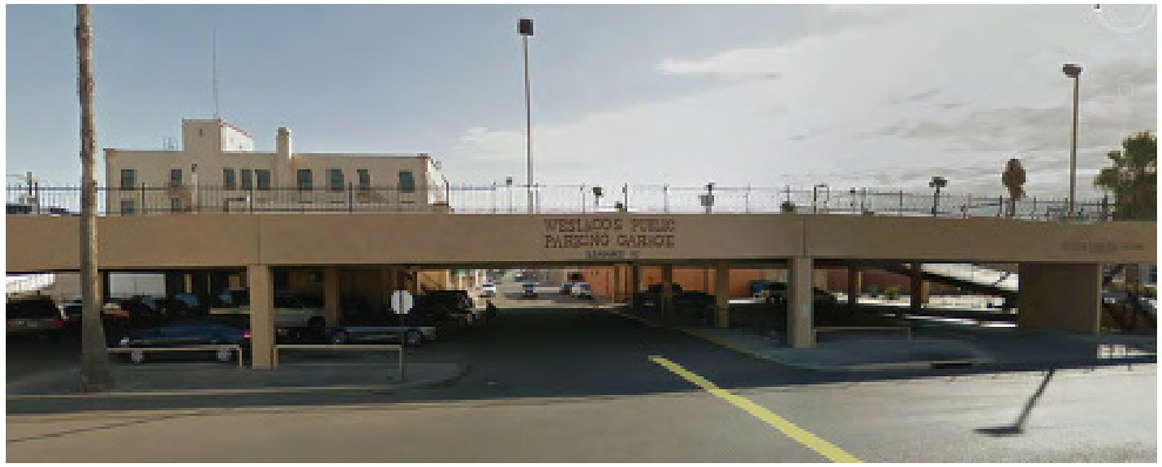
Weslaco Parking Garage, Weslaco, TX

CONSTRUCTION COST

$597,000 Completed: 1998

DESCRIPTION

Downtown Parking Garage Addition



PROJECT NAME AND LOCATION

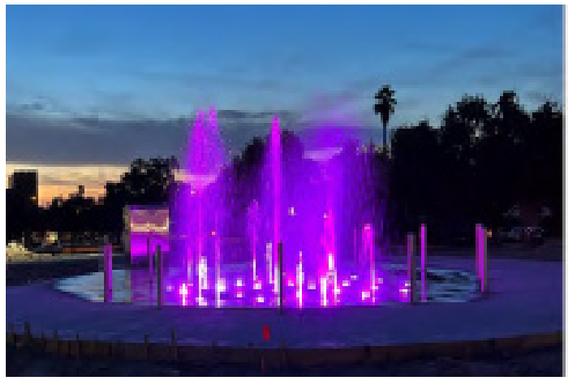
Promenade Park Amphitheater and Water Garden
Edinburg, TX

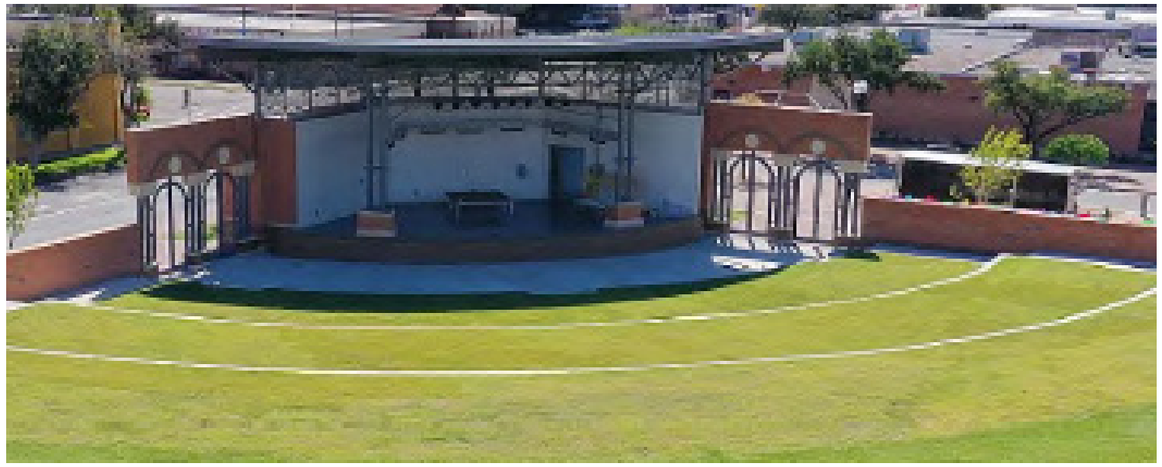
CONSTRUCTION COST

$3,125,499.35

DESCRIPTION

Promenade Park Amphitheater and Water Garden Project





2.5.1 PAST PERFORMANCE ON SIMILAR PROJECTS

PROJECT NAME AND LOCATION

Hidalgo County New Courthouse & Detention Area, Edinburg, TX

SIZE

368,805 sf / 16,000 sf Detention Area

CONSTRUCTION COST

$150,000,000

DESCRIPTION

A building design that embraces culture by respecting the land, the people, and the history of the Rio Grande Valley. Replacing a structurally obsolete and functionally-deficit courthouse, the design team brings a culturally relevant design to the downtown center plaza renewal of the City of Edinburg. Twelve design metaphors inspired the building exterior and grounds reflecting what is indigenous to the region. The new 340,000 square foot facility will be built on the courthouse square. The design is seven stories with spaces for 34 courts, district and county clerk offices, plus rooms for juries, attorneys, sheriff's office, detention for 275 defendants in custody and other judicial and county services. The building is a modern technological building that maintains the highest level of security for courthouse visitors and staff.

PROJECT NAME AND LOCATION

Edinburg Police Training Facility, Edinburg

SIZE

9,800 sf

CONSTRUCTION COST

$1,200,000

DESCRIPTION

A new facility for accommodate training of regional public safety officers with two training rooms, a commons room and restrooms and support equipment.

2.5.1 PAST PERFORMANCE ON SIMILAR PROJECTS

DESIGN BUILD DELIVERY METHOD

PROJECT NAME AND LOCATION

Austin ISD T.A. Brown Elementary, Austin, TX

SIZE

75,766 SF

CONSTRUCTION COST

$22,096,000 / $24,899,520

DESCRIPTION

The modernized campus is 75,766 square feet in area on a 7.2 acre tree-lined lot. The interior is a set of flexible education environments for collaborative, interdisciplinary, individual-centered and project-based learning

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 in-terior 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 AND LOCATION

Texas State Technological College University Center, Harlingen, Texas

SIZE

38,200 sf

CONSTRUCTION COST

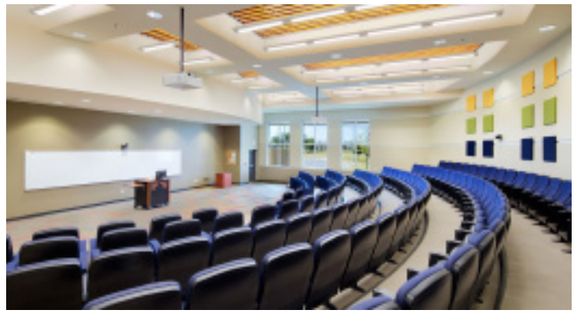
$7,363,772

DESCRIPTION

The ERO-designed University Center on the Texas State Technical College campus in Harlingen is the winner of two major design and construction awards. The Associated Builders and Contractors Excellence in Construction Award and the Engineering News Record Excellence in Design Award recognized ERO for its work in shaping the University Center. This new design-build construction project on the TSTC campus was the first LEED Gold® Building in South Texas.

LEED Gold was achieved by ERO's skillful choices of materials and utilizing existing materials in minimizing capital investments. Winning major industry awards is noteworthy. ERO takes even more pride in designing buildings that respect area history and culture. A woven pattern on the exterior walls pays homage to the Coahuiltecan tribes that inhabited the region as its native people. The ancient is blended with more modern eras. Repurposed lumber from the site's demolished Army Air Corps barracks is fashioned into elegant beams that grace interior ceilings and the building's entrance.

ERO designed the University Center to serve dual purposes. The facility serves as the main offices for the Harlingen Economic Development Corporation. Eight universities share space at the Center. State-of-the-art audio and visual technology are utilized in every learning area in providing students with rapid and reliable access for technology-driven information. All lecture halls are designed for student comfort, with the ability to see and hear professors no matter where students sit.



2.6

CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE PROJECT AND THEIR DEMONSTRABLE ABILITY TO CONVEY CONCEPTS

DOWNTOWN PARKING GARAGE CONCEPT

2.6.1 GENERAL UNDERSTANDING OF THE PROJECT

Gerlach Builders, LLC will review the design documents for clarity, consistency and constructibility. 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 constructibility 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 road map 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, constructibility, 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.

DOWNTOWN PARKING GARAGE CONCEPT

2.7

CRITERIA SEVEN: RESPONDENT'S WARRANTY AND SERVICE SUPPORT PROGRAM

DOWNTOWN PARKING GARAGE CONCEPT

2025 ERO Architects. Images are for illustration purposes only. Project is in development and these may not represent final designs.

2.7.1 WARRANTY AND SERVICE SUPPORT

Warranty Service Support Philosophy
Gerlach is committed to delivering exceptional quality in all aspects of this project. To ensure that we meet or exceed the City's expectations, we implement the following quality measurement strategies:

Pre-Construction Planning: We engage in thorough project planning, collaborating with stakeholders to define project goals, design intent, and quality standards.

Quality Control Inspections: Throughout the construction process, we perform scheduled quality control inspections at key milestones. These inspections include adherence to design specifications, material quality verification, and workmanship evaluation.

Client Satisfaction Surveys: At various stages, we solicit feedback from the City through structured surveys and meetings to ensure our performance aligns with expectations.

Performance Metrics: We track project KPIs such as schedule adherence, budget compliance, safety performance, and defect resolution rates to continuously refine our approach.

Third-Party Testing and Verification: Where applicable, independent testing agencies will validate material and system performance to meet industry standards.

Warranty Service Support Philosophy
Our philosophy is centered on proactive issue resolution, responsiveness, and long-term client satisfaction. We stand behind our work and take a hands-on approach to warranty service, ensuring that all concerns are addressed efficiently and effectively.

Warranty Service Implementation Plan
Our warranty service plan includes:

Dedicated Warranty Manager: A single point of contact will be assigned to oversee all warranty-related matters, ensuring streamlined communication and resolution tracking.

Defined Warranty Periods: We adhere to all statutory and contractual warranty obligations, providing a structured plan for addressing defects within the warranty period.

24/7 Emergency Support: For critical issues affecting safety or functionality, we offer round-the-clock emergency support.

Issue Resolution Protocol:

Issue Logging: A formal system for tracking warranty requests, including response time commitments.

Inspection & Assessment: Prompt evaluation of issues to determine appropriate corrective actions.

Resolution Execution: Timely completion of necessary repairs or replacements with minimal disruption.

Follow-Up & Documentation: Confirmation of issue resolution and documentation for future reference.

Preventive Maintenance Guidance: We provide maintenance guidelines and training to City personnel to enhance the longevity of installed systems and reduce future warranty claims.

2.7.2 REFERENCE LETTER

THE CITY OF Edinburg

March 2, 2023

To Whom It May Concern:

RE: Gerlach Builders

Gerlach Builders has been the prime contractor on three projects that I have been involved in the last 3 years in the City of Edinburg. The project that is complete was performed on time. The change orders were mostly City initiated for additional work with reasonable fees. Monthly progress meetings created the proactive approach to any construction issues. The contractor is cooperative and professional in addressing construction issues, such as design conflicts, quality of work, and in resolving other related construction issues. In addition, the final product has quality and is aesthetically pleasing.

Currently, Gerlach Builders has 2 more projects in construction. Substantial completion is expected by April 2023 and May 2024, respectively. If you have any questions, feel free to contact me at (956) 388-8211 at your earliest convenience.

Sincerely,

Digitally signed by Mardoqueo H.
Date: 2023.03.02 13:59:19 -06'00'

Mardoqueo Hinojosa, P.E., CFM, CPM
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, TX 78539

City of Weslaco

"The City on the Grow"

David Suarez, Ma
Jose "JP" Rodriguez, Mayor Pro-Tem, Distri
Greg Kerr, Commissioner, At-La
Israel Gonzalez, Jr., Commissioner, At-La
Josh Pedraza, Commissioner, Distri
Letty Lopez, Commissioner, Distri
Adrian Farias, Commissioner, Distri

Martin Garza, City Mana

March 6, 2023

To Whom it may concern:

Please accept this letter of reference for Mr. Shawn Gerlach and Gerlach Construction, LLC dba WIL-CON of Edinburg, Texas.

The City has been working with Mr. Gerlach and his company with the construction of our New Public Safety Building which includes the offices for the Police Department, Fire Administration, Municipal Court and Jail. We have received the personal attention of his staff on this project and his crews and sub-contractors perform in a professional manner.

This project is part of a larger Public Safety Complex involving two additional contractors for separate scopes of work. The Gerlach team has provided leadership beyond their purview to the project leading to open communication between all parties to the project. Gerlach's office support and project management have maintained efficient dialogue with the owners, architect and their sub-contractors to anticipate coordination to deliver the project ahead of schedule and on budget.

Gerlach Construction represents the construction industry in a professional and exemplary manner to which I would recommend for work.

Regards.

Omar Rodriguez,
Parks & Recreation Director
Project Manager Police & Fire Stations

Brownsville Independent School District

Facilities Department
3750 Robindale Road
Brownsville, Texas 78526
(956)-548-8081

WIL-CON GENERAL CONTRACTORS
918 Big horn dr.
McAllen TX. 78542

Attn.; Ms. Airika Stevens.

It is with great pleasure to extend this letter of recommendation to WIL-CON GENERAL CONTRACTORS for the purposes they f necessary and emphasize their great quality of work and professionalism during the projects they been involved with Brownsv Independent School District. Throughout the project construction they been diligent in all categories; Their Administration response is very efficient, considering project documentation: holding bi-weekly progress meetings and conference calls follow well explained minutes, RFI's, construction reports and submittals. The communication with Consultants and owner is always open, responsive and with respect.
Change orders were handled appropriately providing reasonable prices and, appropriate time lines.
Issues during the project duration, like design adjustments, quality of work, punch list and, warranty items were resolved well on time. Administrative staff as well as field supervisors I will describe as effective and efficient.
Should you need further information in reference to this letter please do not hesitate to contact my office.

Respectfully.

Martin Espinosa
BISD Facilities Project Manager
956 548 8081
Brownsville TX.

an equal opportunity employer, and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or ons of services, programs or activities.

2.8
CRITERIA EIGHT: QUALITY CONTROL AND COMMISSIONING PROGRAM

DOWNTOWN PARKING GARAGE CONCEPT

ERO Architects. Images are for illustration purposes only. Project is in development and these may not represent final designs.

2.8.1 QUALITY CONTROL TEAM

Gerlach's Quality Control (QC) a consists of experienced professionals dedicated to ensuring compliance with project specifications and industry standards. Below is a breakdown of the team members, their roles, and objectives:

Gonzalo Rodriguez Jr., Vice Preseident, Quality Control Manager (Edinburg, Tx)

Duties: Oversees all QC processes, ensures compliance with specifications, coordinates inspections, and manages corrective actions.

Objectives: Maintain strict quality adherence, minimize rework, and streamline issue resolution.

Frank Mina, Senior Project Manager, Commissioning Manager (Edinburg, TX)

Duties: Verifies system performance, ensures integration of building systems, and provides training to facility staff.

Objectives: Ensure all systems function as designed, enhance operational efficiency, and provide seamless project handover.

Juan Rosas, Field Quality Inspector (Raymondville, Texas)

Duties: Conducts field inspections, documents deficiencies, and enforces corrective measures with trade contractors.

Objectives: Maintain construction quality, promptly identify and resolve issues, and uphold project standards.

*** There is no commissioning on this project.**

2.8.2 QUALITY CONTROL METHODOLOGY

Quality Control

Fulfilling client contract expectations is the main priority of Gerlach Builders, LLC dba wil-con.

The Project Manager will ensure that the information provided in the contract, plans, specifications and addendums if any are followed by Gerlach Builders, LLC dba wil-con personnel and subcon tractors and suppliers.

Methods Used to Maintain Quality Control

Before work is started, our construction team holds a meeting with subcontractors and suppliers to discuss and coordinate how project work will be performed and controlled and will review expectations for project to include the following:

- Key requirements of the project
- Required quality inspections
- Required testing
- Submittal schedule
- Chain of command for communications and contact information
- Project documents and records

Weekly Quality Planning & Coordination Meetings

The superintendent & project manager conduct weekly/bi-weekly meetings with subcontractor and supplier key personnel responsible for carrying out, supervising or inspecting the work. The Superintendent maintains a record of the meeting.

Experience of Key Personnel

Key Personnel have a combined work experience of more than 60 years in the construction industry. Our goal is to provide our clients with outstanding customer service while rapidly resolving any issues with practical solutions. We strive to produce quality work

Observations & Corrective Actions

Should a nonconformance item be identified by an inspection there is a systematic method to control the item, correct it, and ensure that project impacted by the event.

When the Quality Manager, Superintendent, inspector, or a client identifies a nonconformance item, the item is quickly and clearly tagged to prevent a cover-up.

2.9

CRITERIA NINE: PRICING AND DELIVERY PROPOSAL

DOWNTOWN PARKING GARAGE CONCEPT

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2.9.1 PRICING AND DELIVERY PROPOSAL

CRITERIA NINE: RESPONDENT'S PRICING AND DELIVERY PROPOSAL

Proposal of: Gerlach Builders
(Respondent's Company Name)

Project Name: City of Edinburg Downtown Parking Garage

RFP No.: 2025-002

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the form of Design Build Agreement with General and Supplementary Conditions, the programmatic documentation and any attachments to them, the undersigned proposes to furnish Design-Build services as required for this Project on the following terms:

a) RESPONDENT'S PRE-CONSTRUCTION PHASE FEE: The Respondent shall identify a Pre-Construction Phase Fee, pursuant to the DB Agreement.

	Part I Preconstruction Services Fees	
	Pre-Design Services Phase:	$ *INCLUDED IN SCHEMATIC
	Schematic Design Phase:	$ 76,500
	Design Development Phase:	$ 76,500
	Subtotal of Fees at conclusion of GMP Commitment	$ 153,000
	Construction Document Phase, including subcontract buyout:	$ 77,500
	Part I Preconstruction Services Total:	$ 230,500.00

b) RESPONDENT'S CONSTRUCTION PHASE FEE: The Respondent shall identify a Construction Phase Fee percentage, pursuant to the DB Agreement:

Part II Construction Services *12 MONTH SCHEDULE		
	Design-Build Contractor Construction Phase Fee *4%	$ 248,000
	Design-Build Contractor Construction Administration Fees (Design Professional CA Fees)	81,120
	Design-Build Contractor General Conditions:	$ 311,930
	Cost of Work (TO BE DETERMINED)	xxxxxxxxxxxxxxxxx
	Part II Construction Services Subtotal:	$ 641,050

***BASED ON $6.2M BUDGET**

3.10.b.1 Using the estimated Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office, and office supply costs for the Project as listed below:

Allowable General Condition Line-Item Category		Cost
On-Site Project Management Staff	subtotal	$ 314,400
Bonds Permits, and Insurance	subtotal	$ 182,130
Temporary Project Utilities	subtotal	$ 27,600
Field Offices & Office Supplies	subtotal	$ 36,000
Equipment Rental/Miscellaneous	subtotal	$ 40,000

On-Site Project Management Staff and Rates Detail

Position	Quantity	Months	Monthly Salary Rate
Project Executive	1	12	$ 6000
Project Manager	1	12	$ 4000
Superintendent(s)	1	12	$ 7500
Assistant Superintendent(s)	1	12	$ 4200
Project Engineer/Expeditor(s)	1	12	$ 3000
Field/Office Engineer(s)	-		$
Field Office Support Staff	-		$
CPM Scheduler	-		$
Safety Coordinator/Assistant(s)	1	12	$ 1500

c) ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 ☐ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

d) AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the City as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the City in a Notice to Proceed. The City reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

e) Respectfully Submitted and Certified By:

Shawn Gerlach
(Respondent's Printed Name)

President
(Title)

(Authorized Signature)

February 27, 2025
(Date)

State of Texas Tax Account No. 81-2054361

RFP NO. 2025-002

EDINBURG PARKING GARAGE DESIGN BUILD SERVICES

We value our relationship with the
City of Edinburg
and hope that you provide ERO and Gerlach with the opportunity to serve you again.

GERLACH BUILDERS LLC

ERO | ARCHITECTS

135 PASEO DEL PRADO, STE 58 | EDINBURG, TX 78539 | 956.655.4655 | GOERO.COM

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

RFP #2025-002 RESPONSE

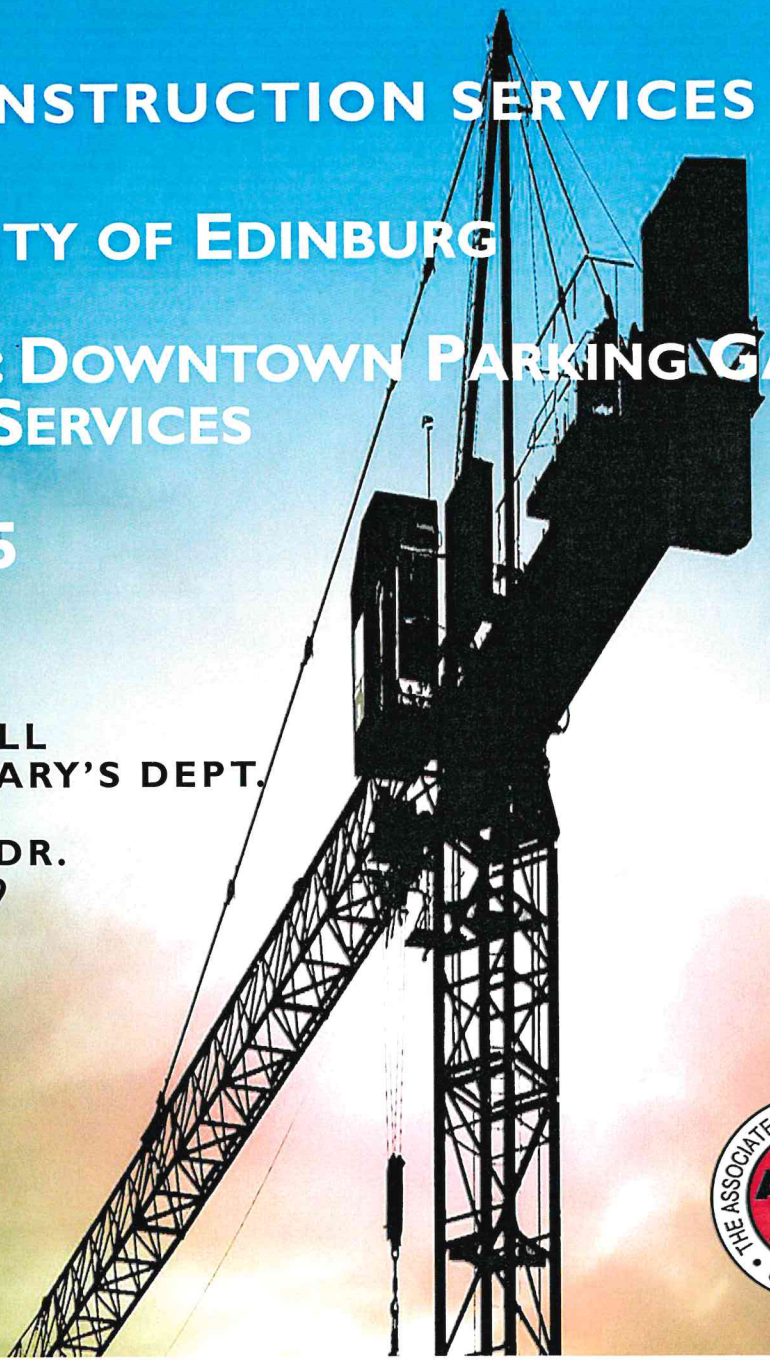
FOR CONSTRUCTION SERVICES

OWNER: THE CITY OF EDINBURG

PROJECT NAME: DOWNTOWN PARKING GARAGE DESIGN-BUILD SERVICES

DATE: 2/27/2025

SUBMITTED TO:
EDINBURG CITY HALL
ATTN: CITY SECRETARY'S DEPT.
(1ST FLOOR)
415 W. UNIVERSITY DR.
EDINBURG, TX 78539



HOLCHEMONT, LTD.

900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

Re: ***Request for Proposal***
2025-002
DOWNTOWN PARKING GARAGE DESIGN-BUILD SERVICES

Due: ***February 27, 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
4435 S. Jackson Road, Ste. A
Edinburg, Texas 78539
(956) 631-4906 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
(956) 702-8500 Office
(956) 702-4180 Fax
jsolis@megengineers.com

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

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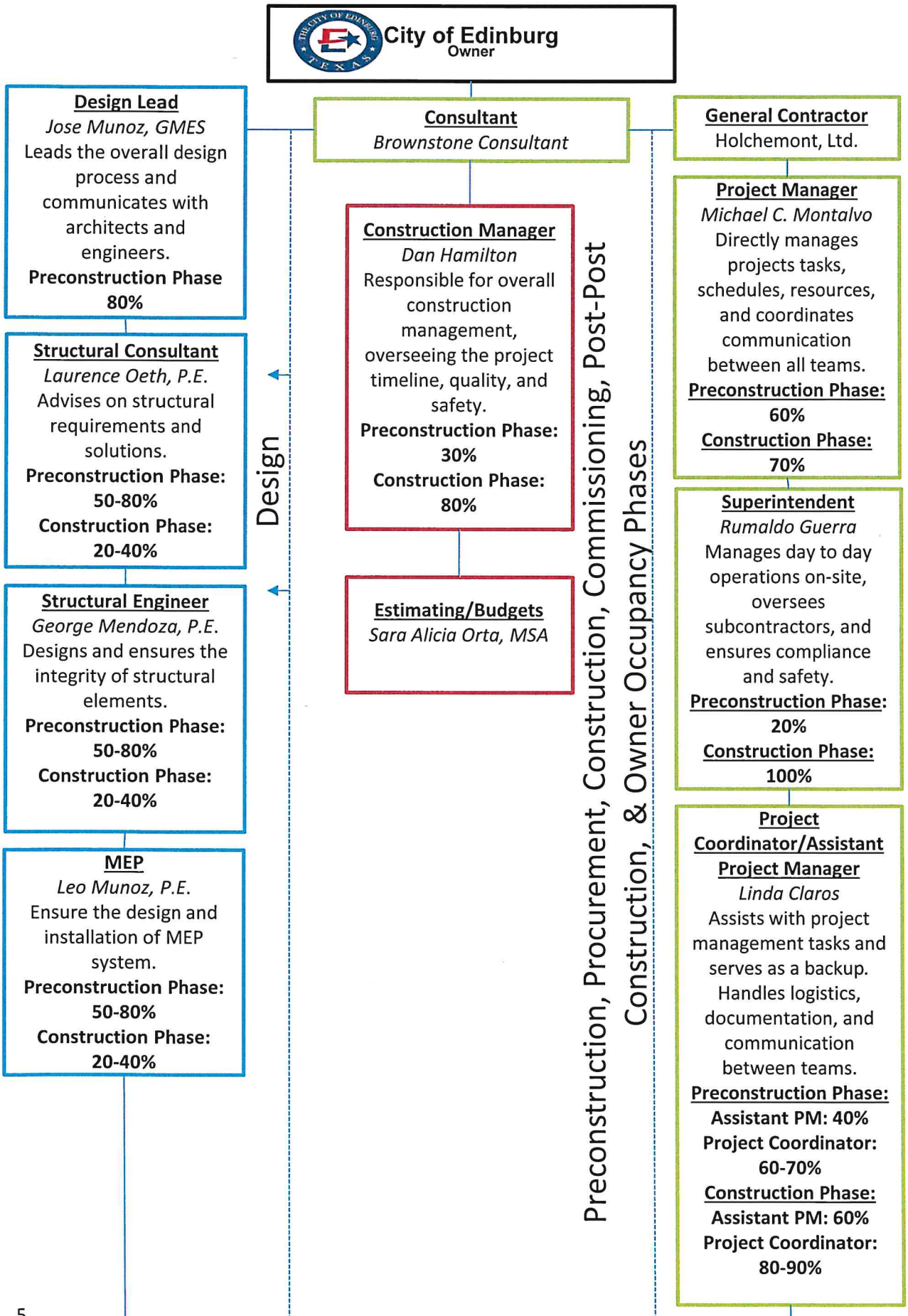
I. PROJECT EXECUTION PLAN


City of Edinburg
Owner
Design Lead
Jose Munoz, GMES
Leads the overall design process and communicates with architects and engineers.
Preconstruction Phase 80%
Structural Consultant
Laurence Oeth, P.E.
Advises on structural requirements and solutions.
Preconstruction Phase: 50-80%
Construction Phase: 20-40%
Structural Engineer
George Mendoza, P.E.
Designs and ensures the integrity of structural elements.
Preconstruction Phase: 50-80%
Construction Phase: 20-40%
MEP
Leo Munoz, P.E.
Ensure the design and installation of MEP system.
Preconstruction Phase: 50-80%
Construction Phase: 20-40%
Consultant
Brownstone Consultant
Construction Manager
Dan Hamilton
Responsible for overall construction management, overseeing the project timeline, quality, and safety.
Preconstruction Phase: 30%
Construction Phase: 80%
Estimating/Budgets
Sara Alicia Orta, MSA
General Contractor
Holchemont, Ltd.
Project Manager
Michael C. Montalvo
Directly manages projects tasks, schedules, resources, and coordinates communication between all teams.
Preconstruction Phase: 60%
Construction Phase: 70%
Superintendent
Rumaldo Guerra
Manages day to day operations on-site, oversees subcontractors, and ensures compliance and safety.
Preconstruction Phase: 20%
Construction Phase: 100%
Project Coordinator/Assistant Project Manager
Linda Claros
Assists with project management tasks and serves as a backup. Handles logistics, documentation, and communication between teams.
Preconstruction Phase:
Assistant PM: 40%
Project Coordinator: 60-70%
Construction Phase:
Assistant PM: 60%
Project Coordinator: 80-90%
Design
Preconstruction, Procurement, Construction, Commissioning, Post-Post Construction, & Owner Occupancy Phases

Civil Engineer
Jose Munoz, P.E.
Responsible for site design and infrastructure
Preconstruction Phase: 50-80%
Construction Phase: 20-40%

Architectural
Hector A. Guevara, RA, AIA
Handles architectural design and coordination.
Preconstruction Phase: 50-80%
Construction Phase: 20-40%

Geotechnical
MEG Engineers
Advises on soil and foundation design.

Material Testing
MEG Engineers
Oversees material quality testing and ensures standards are met.

Design

Preconstruction, Procurement, Construction, Commissioning, Post-Post Construction, & Owner Occupancy Phases

Controller
Lori Ann Hernandez
Oversees financial aspects, including budgeting, invoicing, and financial reporting.
Preconstruction Phase: 40-50%
Construction Phase: 60-70%

Safety
American Safety Consulting
Ensures safety standards and compliance through the project. Reports to both the CM and PM for coordination.
Construction Phase: 20-40%

Sub-Contractors
TBD if Awarded Project
Various subcontractors will be responsible for specific tasks, such as electrical, plumbing, and specialized work. They report to the Superintendent and Project Manager.
Preconstruction Phase: 10%
Construction Phase: 100%

Project Director. Design Lead - Mr. Jose Muñoz will act in this role to provide team leadership, communication interface with City of Edinburg, and professional engineering as appropriate. Mr. Muñoz has been licensed in Texas for 33 years and provided both professional and construction services.

Construction Manager - Mr. Dan Hamilton will lead the construction activities of the team. Mr. Hamilton has 45 years "Ground Up"/ "Vertical" contracting and construction experience, 25 in the Rio Grande Valley. Mr. Hamilton was CM for the Willacy County Appraisal Building and lead CM for the 17th Street Pipe Bridge, Raymondville Police Station, Falcon Dam Administration Building, and many other RGV located projects. In addition, Mr. Hamilton was the construction lead for the IBM13C0009 Falcon Dam rip-rap repair project in 2013 – 2014, IBM13C0011 – Security Fence upgrade at Mercedes Field Office, and IBM10C0008 – Replace and construction of Structures #172 & #413 at Arroyo Colorado Floodway.

Structural QA / QC - Mr. Oeth has been a licensed civil/structural Engineer since 1980 and has also performed contracting services from 1986 through the present. Given his extensive design and construction experience, Mr. Oeth is uniquely qualified to ensure City of Edinburg receives best quality in both design and construction. In addition to the QC role, Mr. Oeth will lead the structural effort and assist Mr. Muñoz in his design lead tasks.

Structural Engineer – Mr. George Mendoza has over 35 years of experience in the engineering field with an emphasis in structural engineering. He has over sixteen years of professional and project management experience in windstorm engineering. Design, inspection and certification of residential and commercial structural.

Trinity MEP Engineering LLC - Mr. Munoz has over 17 years of experience managing complex and diverse MEP projects. As a Principal at Trinity MEP Engineering, he is responsible for system concepts and quality control for all projects. His main focus is energy efficiency and sustainability design.

MEG Engineering - MEG has provided Geotechnical Engineering services and provided Inspection and Testing Lab services for design building projects.

Hector A. Guevara, AIA - Mr. Guevara's architecture experience consists of managing and administrating projects from conceptual models and sketches to construction administration. Hector strives to prove the City of Edinburg with a design building to meet their budget.

As seen in the Organizational Chart, the Team will include Holchemont LTD as the general contractor alongside with the design lead Jose Munez from Guzman Munoz Engineering Services, GMES, both of which have past experiences as General Contractors. Brownstone Consultants will coordinate with GMES, but given the role and capabilities of Holchemont we provide below both firms' addresses:

Guzman & Muñoz
2020 East Expressway 83 Suite 5
Mercedes, Texas 78570
(956) 565-4637

Holchemont
900 North Main Street
McAllen, Texas 78501
(956) 686-2901

II. DESIGN METHODS

Design Methods

For this project, the team will utilize the Revit program, which satisfies BIM quality performance, to communicate the concept of the three-story parking garage to the City of Edinburg. The Revit program will demonstrate a 3D rendering of the final product and define quantities for bidding proposals.
The team is able and will provide the following:

1. Design Services – Production of construction drawings, specifications, analysis and calculations.
2. Quality Control (QC) of design and quality control (testing) of construction.
3. Complete construction Services necessary to build the facility in a timely fashion to the quality expectations of The City of Edinburg.

All of the above consistent with the "Design-Build Scope of Work" defined in the RFP package

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

III. ESTIMATING & COST CONTROL MEASURES

Estimating and Cost Control Measures

Through detailed project estimation, ongoing cost monitoring, strict change order management, and effective cost forecasting, we will ensure the project stays within budget. Additionally, our focus on value engineering, procurement strategies, and labor productivity will help achieve cost savings while maintaining quality. Regular cost reports and transparent communication with stakeholders will keep everyone informed of financial status, while a thorough final reconciliation and lessons learned process will provide insights for future projects.

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

IV. PLANNING & SCHEDULING

Planning and Scheduling

The approach to delivering The City of Edinburg a successful project consists of two phases, design and construction.

Creating a **Critical Path Method (CPM) Milestone Schedule** for building a parking garage involves identifying key milestones and activities across the project timeline. The milestones represent significant points in the project's progress and can be used to track the project's advancement.
Below is an example of a CPM Milestone Schedule for the design of the parking garage.

- Project design kickoff – initial data gathering; (two weeks)
- Site survey and topo fieldwork (survey crews only); (one week)
- 10% Programming review – Layout and Floorplan Submittal; (three weeks)
- 30% Design Development Submittal review; (four weeks)
- 60% Submittal Review; (four weeks)
- 90% Submittal Review; (four weeks)
- 100% Completion Review (if necessary); (two weeks)

This schedule includes major milestones, but there are many sub-tasks under each milestone.

This is a CPM for the design phase, in which the team will successfully work within five months to achieve the design phase as opposed to six months.

For the CPM construction phase, we anticipated to have the following milestones:
- Site civil work (four weeks)
- In Ground Rough-in (four weeks)
- Concrete foundation (four weeks)
- Concrete support structure (four weeks)
- Precast Installation (four weeks)
- Elevator (four weeks)
- Electrical (four weeks)
- Finishes; painting (four weeks)
- Fire suppression system (four weeks)
- Drainage (four weeks)
- Commission and Training (four weeks)
- Close out (four weeks)

The milestones outlined above are not intended to be contractually binding, but rather to demonstrate our team's commitment to maintaining strong communication and ensuring active involvement from the City of Edinburg. To achieve these milestones within the project's specified timeline, we propose fast-tracking the precast installation during the design phase. This approach will enable both the City of Edinburg and our team to successfully meet the project completion goals as outlined in this RFP.

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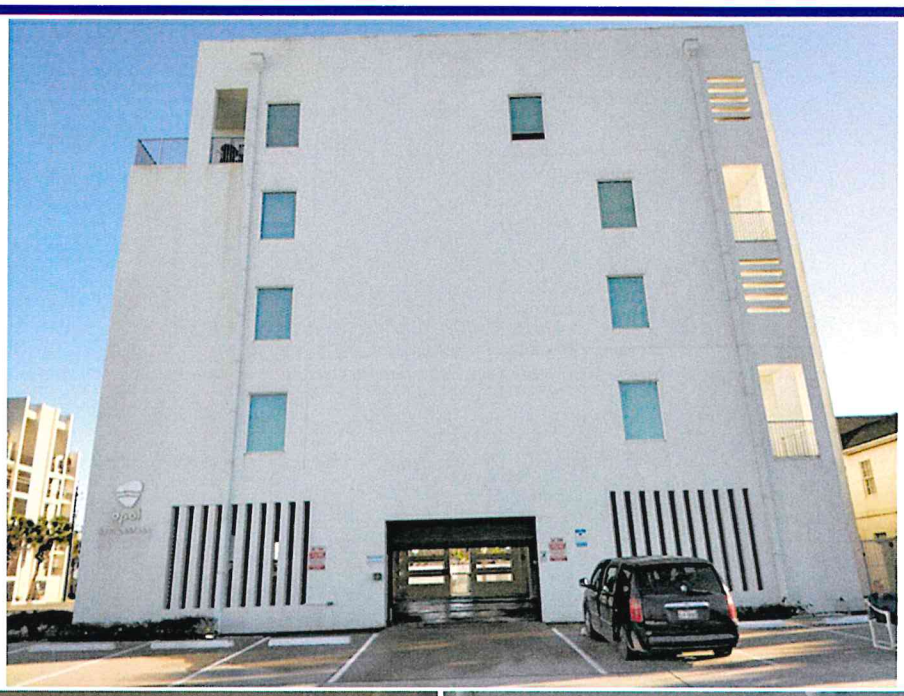
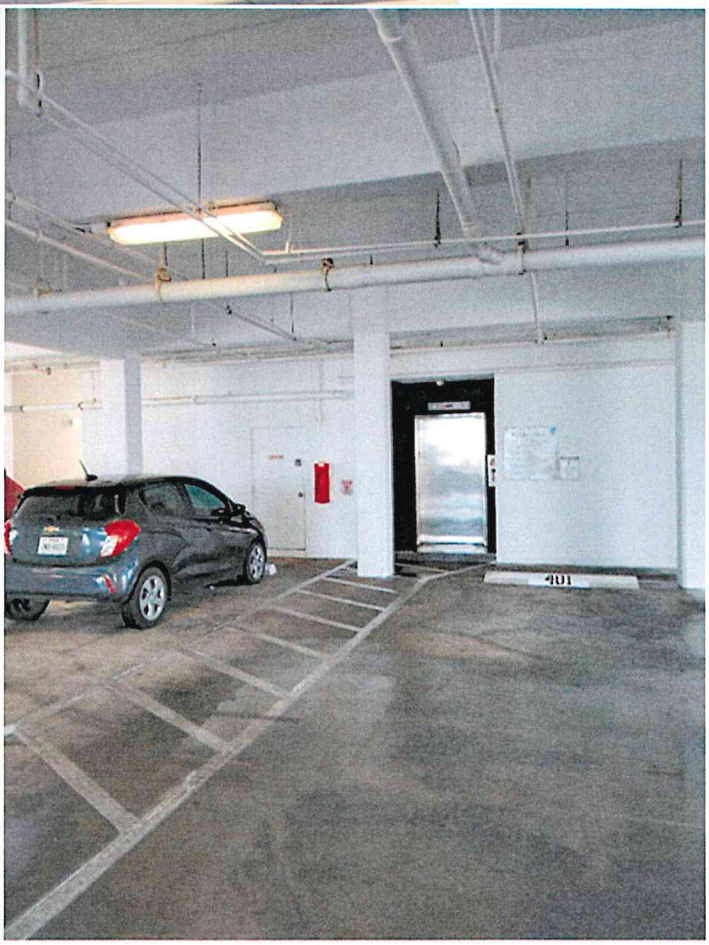
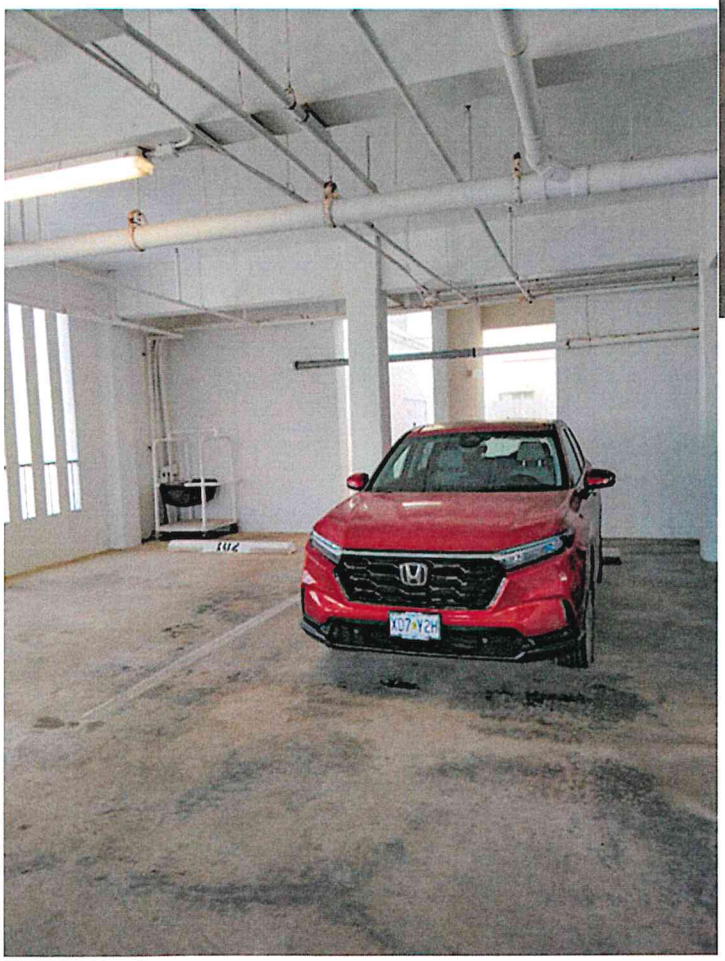
V. PAST PERFORMANCE ON SIMILAR PROJECTS

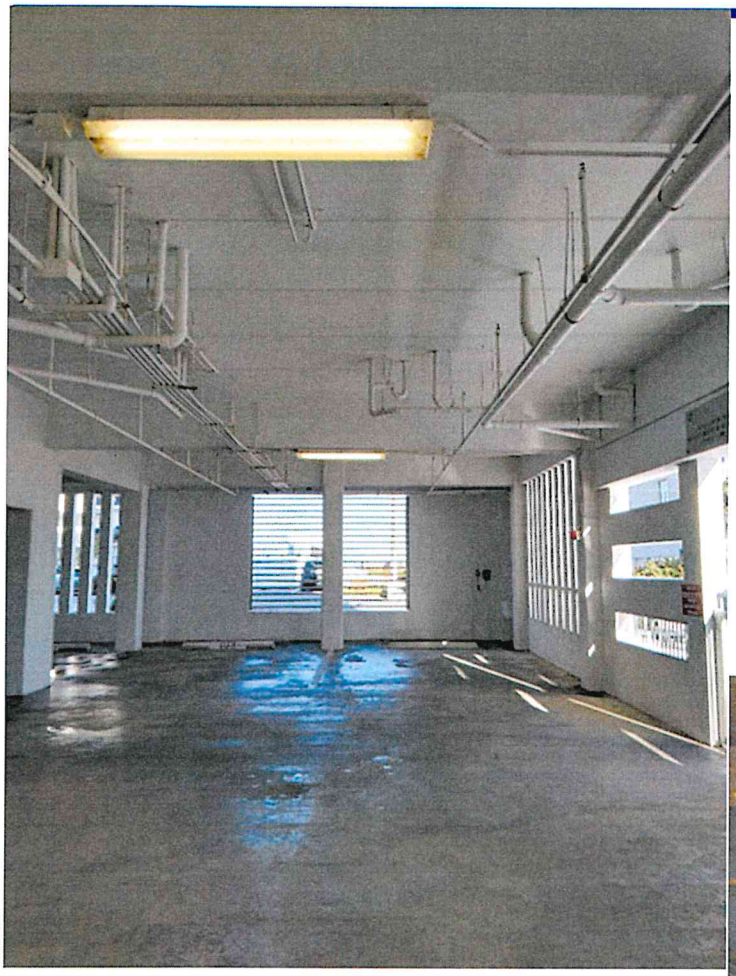
PAST PERFORMANCE

Condominium Parking Garage designed by George Mendoza, P.E. with Mendoza Engineering, PLLC. in 2008 with approximately 15-20 parking spaces that sits on a 90 x 90(8,100 square feet) lot. The condominium sits on top of the parking garage. Located at South Padre Island, TX.









F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER	
	1	
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL	CONSTRUCTION
DHS / CBP Additions to Security System at World Trade Bridge (WTB) #4, LPOE, and Laredo Bridge #2, Laredo, TX	2012	2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
General Services Administration (GSA)	David Mathews, Contracting Officer	(817) 978-0229

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This project was fast tracked in order to meet GSA's timeline of 135 calendar days, which included both the design phase (45 calendar days) and the construction phase (90 calendar days). The photo above was taken inside the Laredo Bridge Kennel Building in Laredo, Texas. The project was completed within budget, on schedule, and exceeded the Client's expectations.

The design/build team was required to work in a very active Port of Entry (POE) environment that remained operational 24/7 throughout the contract period. Challenges encountered while working in this environment included the following:

- Continuous heavy vehicular traffic entering and leaving the U.S.
- Continuous heavy pedestrian traffic entering and leaving the U.S.
- Ensuring there were zero impacts to POE security
- Ensuring that work zones remained clear of fire, trip, and all other hazards
- Ensuring that work zones were secure during, and at the end of work day

SCOPE OF SERVICES / WORK PERFORMED

Design, construction, and/or installation of:

- CCTV cameras
- Mini-dome CCTV cameras
- Flush-mounted weatherproof microphones
- DVRs with 1TB Memory for CCTV cameras
- High-definition LCD monitors
- Duress buttons and strobes
- Alteration/renovation to Canine Kennels at Laredo Bridges #2 and #4

VALUE TO FEDERAL GOVERNMENT

Our Team successfully completed all of the requirements associated with this project by ensuring that the Interdisciplinary Team of consultants met all of the established milestones to ensure completion of the project and met and/or exceeded the contract performance period of 135 calendar days from start to finish.

SIZE / COST / SCHEDULE

- Security and other upgrades
- Total Cost: $316,000
- Schedule: 2012 to 2013

PROJECT RELEVANCE

Specialized Experience and Technical Competence

i)	Recent Govt. facility over $1M	✓
ii)	Capability to design DOD Force Protection/Anti-Terrorism	✓
iv)	DHS and Border Patrol facilities or comparable	✓
vii)	Prescribe the use of recovered materials, achieve waste reduction, energy efficiency, etc.	✓
x)	Drawings in AutoCAD, Revit & Bentley Microstation	✓
xi)	g) Map survey grade GPS unit	✓

"…GMES exceeded GSA's expectations on this design/build project. GMES' team delivered a quality project, on budget and on schedule without impacting the 24/7 operations of this very busy POE…"

- Terrance Pysch, Contracting Officer's Representative

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Guzman & Muñoz Engineering and Surveying, Inc. (GMES)	Mercedes, Texas	Prime: Multi-Discipline Design, Surveying, and Construction

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER	
	2	
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL	CONSTRUCTION
New Police Department Design and Construction Management Services: City of Raymondville, TX	2014	2016

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Raymondville	Eleazar Garcia, Jr. (City Manager)	(956) 689-2443

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This project consisted of preparing the programming, comprehensive design, and construction bid documents necessary for the City of Raymondville to develop this new 9,000 sf Police Station. The existing Police Station has exceeded both its design and economic life and is no longer serving even the very basic needs of the City's Police Department. The existing facility is severely undersized and lacks current law enforcement requirements such as a Squad Room, an Observation Room, and an Interview Room.

The design of the this new 9,000 sf Police Station included the following key components: armory for storing of arms and ammunition, dispatch and evidence rooms, holding cells for both males and females, interview and observation rooms, a squad room, and a 911 call center.

SCOPE OF SERVICES / WORK PERFORMED

- Planning/programming development
- Survey and mapping
- Preliminary engineering
- Final engineering design documents
- Preparation of plans, specifications, and bid documents
- Construction Management Services (to be provided during the construction phase of the project, which was recently awarded by the City)
- As-built record drawing

VALUE TO GOVERNMENT

Our Team successfully completed the comprehensive design of this project, providing the City Police Department with a much needed facility to meet their current and future needs.

SIZE / COST / SCHEDULE

- Size: > 9,000 sf Facility
- Total Cost: $1,600,000
- Schedule: 2013 to 2014

PROJECT RELEVANCE

Specialized Experience and Technical Competence

- ✓ Recent Municipal facility over $1MProgram/Project Management
- ✓ Feasibility & Concept Studies
- ✓ Design/Const. Cost Reconciliation
- ✓ Multidiscipline Design & Consulting
- ✓ Civil, Site and Utility Design
- ✓ Structural Engineering
- ✓ Design for New Construction
- ✓ Construction Cost Estimating
- ✓ Life Cycle Costing
- ✓ Design of Comm. System
- ✓ Post-Design Shop Drawing Review
- ✓ RFI Responses During Bid Phase
- ✓ RFI Responses During Construction
- ✓ Evaluate Contractor Submittals
- ✓ Onsite Const. Oversight / Inspection
- ✓ Preparation of Record Drawings
- ✓ Topo & Boundary Survey / Mapping
- ✓ Site Survey, Evaluate, Investigation
- ✓ Pre-Design Site Assessment
- ✓ Soils Engineering & Drawing Review
- ✓ Review of Geotechnical Reports
- i) CADD Drawings Using AutoCAD

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Guzman & Muñoz Engineering and Surveying, Inc. (GMES)	Mercedes, Texas	Prime: Management, Engineering, Surveying

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER	
	3	
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL	CONSTRUCTION
Rural Technical Skills Training Center (Design-Bid-Build Project)	2009	2010

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Raymondville	Eleazar Garcia, City Manager	(956)689-2443

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This project was developed for the purposes of providing individuals with "hands on" technical training that prepares them to enter the work force in technical fields that include, but are not limited to, Carpentry, Electrical, Heating, Ventilation and Air Conditioning (HVAC), Plumbing, Mechanical and several other specialized trades. Several government agencies are housed in this building, including Texas State Technical College and Texas Workforce Commission.

This "turnkey" project was developed from its inception during the initial planning phase through construction completion. It was "fast tracked" to ensure completion within the Customer's required timeframe. The project was completed ahead of schedule; and, due to Munoz & Dannenbaum JV's design and construction expertise, the overall project cost came in well under the City's original budget.

SCOPE OF SERVICES / WORK PERFORMED

- Planning
- Survey and Mapping
- Preliminary engineering
- Final engineering design and preparation of PS&E documents
- Responses to RFI during construction advertisement period
- Construction Management Services (CMS) during construction phase
- Building Commissioning
- As-built record survey
- As-built record drawing

VALUE TO MUNICIPAL GOVERNMENT

Our A-E team successfully led the overall planning, preliminary through final building design, responded to RFI's during the advertisement period, and provided Construction Management Services during the construction phase of the project.

PROJECT RELEVANCE

A. SPECIALIZED EXPERIENCE

- ✓ Program/Project Management
- ✓ Feasibility & Concept Studies
- ✓ Design/Const. Cost Reconciliation
- ✓ Multidiscipline Design & Consulting
- ✓ Civil, Site and Utility Design
- ✓ Structural Engineering
- ✓ Design for New Construction
- ✓ Construction Cost Estimating
- ✓ Life Cycle Costing
- ✓ Design of Comm. System
- ✓ Post-Design Shop Drawing Review
- ✓ RFI Responses During Bid Phase
- ✓ RFI Responses During Construction
- ✓ Evaluate Contractor Submittals
- ✓ Onsite Const. Oversight / Inspection
- ✓ Preparation of Record Drawings
- ✓ Topo & Boundary Survey / Mapping
- ✓ Site Survey, Evaluate, Investigation
- ✓ Pre-Design Site Assessment
- ✓ Soils Engineering & Drawing Review
- ✓ Review of Geotechnical Reports
- ✓ CADD Drawings Using AutoCAD

"…GMES adhered to all of the City's requirements in providing the design of this state of the art facility that will serve the needs of the City of Raymondville and the Raymondville Economic Development Corporation for many years to come…"

- Eleazar 'Yogi' Garcia
City Manager

SIZE / COST / SCHEDULE

- Size: > 13,225 SF Facility
- Total Cost: $1,863,250
- Schedule: Aug 2009 - Sep 2010

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Guzman & Muñoz Engineering and Surveying, Inc. (GMES)	Mercedes, Texas	Prime: Planning, Building Design & Construction Management Srvs.

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER	
	4	
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL	CONSTRUCTION
Guzman & Muñoz Engineering and Surveying, Inc. (Office Building)	2010	2011

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Jose L. Muñoz, President	Jose L. Muñoz, President	(956)565-4637

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This project was developed as the Corporate Office Building for Guzman & Munoz Engineering and Land Surveying Services, Inc. It also provides additional lease space for retail printing services, a commercial air conditioning company, retail insurance offices, and economic development small business incubator office space.

This "turnkey" project was developed from its inception during the initial planning phase through construction completion and continues to be managed as a Professional Engineering Firm and General Contracting Offices Facility. The Project was completed within the Customer's required time frame of 10 months and overall budget of $1,100,000.

SCOPE OF SERVICES / WORK PERFORMED

- Planning
- Survey and Mapping
- Preliminary engineering
- Final engineering design and preparation of Construction documents
- Management of complete bid process and Leasing
- Construction Management Services (CMS) during construction phase
- General Contracting of all building trades
- Building Commissioning & Property Management
- As-built record survey
- As-built record drawing

VALUE TO OWNER

This project was a true design build project. Our design and construction staffs / team successfully led and managed the overall planning, preliminary, intermediate and final building design. GMES also managed all phases of construction, final commissioning and final property use. This project is now a central asset to the firm. It establishes Corporate presence and identity and generates additional revenues through retail leasing.

PROJECT RELEVANCE

A. SPECIALIZED EXPERIENCE

- ✓ Program/Project Management
- ✓ Feasibility & Concept Studies
- ✓ Design/Const. Cost Reconciliation
- ✓ Multidiscipline Design & Consulting
- ✓ Civil, Site and Utility Design
- ✓ Structural Engineering
- ✓ Design for New Construction
- ✓ Construction Cost Estimating
- ✓ Life Cycle Costing
- ✓ Design of Comm. System
- ✓ Post-Design Shop Drawing Review
- ✓ RFI Responses During Bid Phase
- ✓ RFI Responses During Construction
- ✓ Evaluate Subcontractor Submittals
- ✓ Onsite Const. Oversight / Inspection
- ✓ Preparation of Record Drawings
- ✓ Topo & Boundary Survey / Mapping
- ✓ Site Survey, Evaluate, Investigation
- ✓ Pre-Design Site Assessment
- ✓ Soils Engineering & Drawing Review
- ✓ Review of Geotechnical Reports
- ✓ CADD Drawings Using AutoCAD
- ✓ Property Leasing & Management

SIZE / COST / SCHEDULE

- Size: > 15,000SF Facility
- Total Cost: $1,024,747
- Schedule: Nov 2010 - Sep 2011

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Guzman & Muñoz Engineering and Surveying, Inc. (GMES)	Mercedes, Texas	Prime: Planning, Building Design & Construction Management Services.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
U.S. International Boundary Water Commission – New Falcon Dam Administration Faciltiy; Design/Build Services, Falcon Heights, TX	2017	2019

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
U.S. International Boundary Water Commission (US-IBWC)	Phillip Johnson, Contracting Officer	(817) 978-0229

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Size & Cost

6,500 SF, $ 3,888,000.00

Description of Work

Guzman & Munoz Engineering and Surveying, Inc., has been providing design/build services for Level 3 Blast Resistant Facility – Single Degree Freedom Antiterrorism Design structure for the US. International Boundary and Water Commission (USIBWC) under an IBCM contract.

New Falcon Dam Administration Facility - This project is a true design-build. The project was developed to provide administrative office space for (USIBWC) United States Section – International Boundary Water Commission staff and facilitate various departments, Hydrology Department for Falcon Dam water quality regulation, Falcon Dam Security Sector Department, and a public meeting facility and record storage for USIBWC Administrative Operations. All design and construction disciplines were employed and managed by GMES Team. This facility was designed with Level III Blast resistance as dictated by its U.S. Critical Infrastructure designation.

The USIBWC budget of $3.88m was a guaranteed maximum price DB and the project was delivered on time.

- Program/Project Management
- Feasibility & Concept Studies
- Design/Const. Cost Reconciliation
- Multidiscipline Design & Consulting
- General Contracting Services
- Civil, Site and Utility Design
- Structural Engineering
- Design for New Construction
- Construction Cost Estimating
- Life Cycle Costing
- Design of Comm. System
- Post-Design Shop Drawing Review
- RFI Responses During Bid Phase
- RFI Responses During Construction
- Evaluate Contractor Submittals
- Onsite Const. Oversight / Inspection
- Preparation of Record Drawings
- Topo & Boundary Survey / Mapping
- Site Survey, Evaluate, Investigation
- Pre-Design Site Assessment
- Soils Engineering & Drawing Review
- Review of Geotechnical Reports
- CADD Drawings Using AutoCAD

Figure 1. *Conceptual rendering of Unites States Section – International Boundary Water Commission – New Falcon Dam Administration Facility*

This project demonstrates our team's ability to provide complex design services and project management for vertical construction projects. It also demonstrates the team's successful relationship and performance in government contracts with USIBWC.

Specialized Experience & Technical Competence	
1. Architectural Design Development - LEED Gold	✓
2. General Contractor – Level III Blast Resistance	✓

Highlighted Results

- Architectural Design Development and Facility Planning-Programming for LEED Gold Requirements
- Texas Historical Commission Recognition and Design approval with registrations
- Texas Commission of Environmental Quality (TCEQ) – Specialized Permitting, Falcon Lake
- Preliminary Engineering Design & Security Analysis
- Final engineering design and preparation of construction documentation
- General Contracting -Subcontract Qualification for Construction Services
- Construction Management Services (CMS) during construction phase
- Building Commissioning and As-built record survey and drawings
- Final facility demolition for USIBWC vacated facilities

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	Guzman & Munoz Eng	Mercedes, Texas	Prime Contractor – Principal Managing Partner

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VI. General Understanding & Demonstrable Ability to Convey Concepts

GENERAL UNDERSTANDING OF THE PROJECT AND THEIR ABILITY TO CONVERY CONCEPTS

Architectural representation is essential for the success of this project. Our team will be represented by Hector A. Guevara, a licensed AIA architect with over 21 years of experience across commercial, educational, civic, and residential sectors. He will lead the development of the concept and design of a modern parking garage for the City of Edinburg.

Building a parking garage involves several stages, and the architect, Hector, will play a key role in ensuring that the structure is designed efficiently, safely, and in line with both client and regulatory requirements. Here's a breakdown of how he will achieve the successful design and construction of a parking garage:

1. Initial Consultation and Requirements Gathering

- **Client Briefing**: The architect meets with the client (e.g., the City of Edinburg) to gather project requirements, such as the number of parking spaces, budget, site constraints, and any special needs (e.g., accessibility, security, or specific functionality).

Site Analysis: The architect assesses the project site, considering factors such as site topography, access points, traffic flow, and local zoning or building regulations that could impact the garage's design.

2. Conceptual Design

- **Space Planning**: The architect develops a concept that optimizes the available space while ensuring ease of access and circulation for vehicles. This includes determining the number of levels, parking space dimensions, ramps, and clearances for vehicles.
- **Traffic Flow**: A key part of the design is ensuring smooth traffic flow both inside and outside the garage. The architect considers the best ways to separate entry and exit points and minimize congestion or delays.

Environmental Integration: The architect considers how the parking garage will fit into the surrounding environment. This may include architectural features that complement nearby buildings, landscape elements, or green spaces, as well as sustainable design practices like rainwater collection or solar panels.

3. Design Development and Detailing

- **Structural Design**: Parking garages require robust structural design due to the load they carry. The architect works with structural engineers to determine the appropriate materials (e.g., reinforced concrete, steel framing) and the structural integrity required to support vehicles and other loads.
- **Circulation and Layout**: Detailed plans are made for vehicle lanes, pedestrian walkways, ramps, and elevators/stairwells. The architect ensures that there is enough clearance for all types of vehicles and that traffic flow is efficient, reducing the risk of bottlenecks.
- **Sustainability Features**: The architect may incorporate sustainable elements, such as natural ventilation, energy-efficient lighting, or green roofs, to improve environmental impact and operational efficiency.

4. Compliance and Regulatory Approval

Building Codes and Zoning: The architect ensures that the design meets all local building codes, fire safety regulations, and accessibility standards (such as the

Americans with Disabilities Act in the U.S.). This includes compliance with structural and safety codes for parking garages.

- **Permitting**: The architect submits the design plans to local authorities for approval. This step typically involves presenting the project for zoning review, obtaining construction permits, and addressing any concerns raised by regulatory agencies or stakeholders.

5. Construction Documentation

- **Detailed Drawings**: The architect produces comprehensive construction drawings and specifications, including structural plans, electrical layouts, drainage systems, lighting design, and any architectural finishes or features.
- **Coordination with Engineers**: The architect works closely with structural, civil, mechanical, and electrical engineers to ensure that all systems (e.g., drainage, lighting, fire safety, ventilation) are properly integrated into the design.

Cost Estimation: Alongside the engineering team, the architect helps in providing a cost estimate for the project based on the materials, systems, and construction methods selected.

6. Construction Phase

- **Construction Oversight**: During construction, the architect will oversee the work to ensure that it aligns with the approved design and quality standards. They also conduct regular site visits, review progress, and address any issues or discrepancies that arise.

Coordination with Contractors: The architect works with the construction team to ensure that the work is carried out as per the design documents, adjusting for any unforeseen challenges while maintaining the integrity of the original design.

7. Post-Construction

- **Final Inspection**: Upon completion, the architect will conduct a final inspection of the parking garage to verify that it meets the design specifications, safety codes, and functional requirements.
- **Client Handover**: After ensuring everything is up to standard, the architect provides the client with any necessary documentation, such as as-built drawings and maintenance manuals.

Ongoing Maintenance: Depending on the arrangement, the architect may be involved in recommending or overseeing any post-construction maintenance or upgrades to the garage.

Key Considerations for the Architect:

- **Space Optimization**: Parking garages need to be designed for maximum capacity while ensuring they're user-friendly. Architects optimize layout, vehicle circulation, and pedestrian safety.
- **Safety**: Considerations like fire prevention, emergency exits, lighting, and security systems are critical. The architect ensures the structure complies with all safety regulations and creates a secure environment.
- **Sustainability**: Where possible, the architect may incorporate eco-friendly materials, energy-efficient lighting, and ventilation to reduce the environmental footprint of the parking garage.

Aesthetic Integration: The architect ensures that the parking garage fits seamlessly within its urban or architectural context, taking into account aesthetics such as façade design, materials, and overall visual impact.

Through these steps, an architect can successfully guide the creation of a parking garage that not only meets functional needs but also serves as an integral part of its environment.

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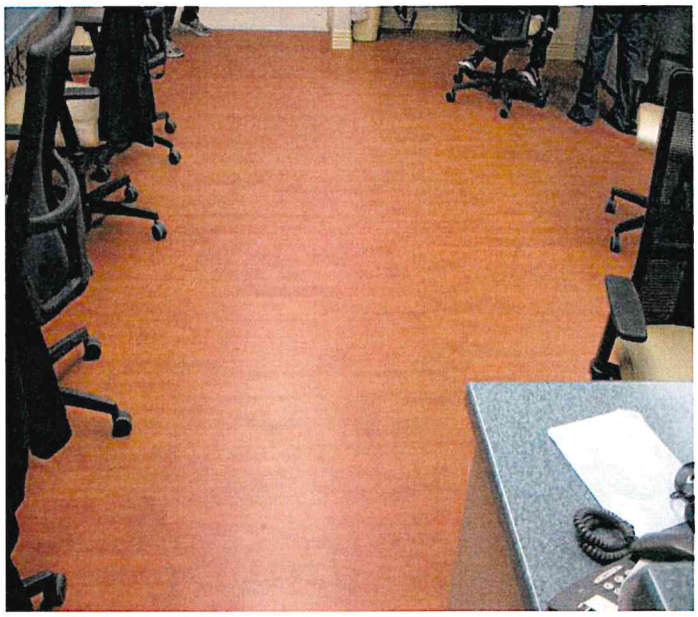
VII. WARRANTY & SERVICE SUPPORT PROGRAM



WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT

Measuring Quality of Service Provided to the City:

1. **Regular Communication & Updates**:

   Frequent meetings with the City's project management team to ensure alignment with project goals and timelines. This includes providing progress reports, addressing concerns, and ensuring the project is on track. Clear and consistent communication channels for the City to raise any issues or inquiries, ensuring prompt and transparent responses.

2. **Feedback Mechanisms:**
   Implement a structured system for gathering feedback from the City at key project milestones and during day-to-day interactions. This could include surveys, interviews, or formal reviews.
   Address any concerns raised immediately, adjusting service delivery as needed to maintain high satisfaction.

3. **Timely and On-Schedule Delivery**:
   Monitor project milestones and timelines closely to ensure that the City receives the services and deliverables on schedule. Any delays will be communicated in advance, along with corrective action plans.
   Key performance indicators (KPIs) such as response time, quality of work, and adherence to deadlines will be tracked.

4. **Compliance with Specifications**:
   Regular inspections and audits of the work performed to ensure it meets the City's standards, specifications, and local regulations. This will involve both in-house checks and third-party verification, where appropriate.

Warranty Service Support Philosophy:

1. **Commitment to Long-Term Support**:
   Our warranty service philosophy is rooted in long-term support and building trust with the City. We ensure that any issues or defects that arise after project completion are addressed quickly and efficiently.
   We aim to deliver a smooth transition into post-construction, providing clear guidance on system operation, maintenance, and warranty processes.

2. **Proactive Problem Resolution**:
   We will be proactive in identifying potential post-construction issues and addressing

them before they become larger problems. Routine follow-up inspections and communication with the City will ensure that the building or infrastructure functions as Intended.

3. **Responsiveness and Accountability**:
We will ensure our team is always available to address any warranty service needs. Our team is committed to resolving issues promptly to minimize any disruption to the City's operations.

Warranty Service Implementation Plan:

1. Warranty Period and Scope:
Define the warranty period (typically 1 to 2 years for most projects, but could vary based on the specific scope of work). This will include clear terms regarding what is covered under warranty, including defects in workmanship, materials, and performance.

2. 24/7 Support:
Establish a 24/7 support hotline or dedicated email for the City to report warranty issues. This allows quick resolution of urgent problems.

3. Routine Inspections and Preventative Maintenance:
Schedule routine post-construction inspections and preventative maintenance checks to catch any potential issues before they become a concern. This will be scheduled within the first year or as agreed upon with the City.

4. Clear Reporting and Documentation:
Create a system to log and track warranty service requests. Each service request will be documented with a clear timeline for resolution and regular updates to the City.

5. Rapid Response and Repair Teams:
If issues are reported during the warranty period, our dedicated repair teams will respond promptly, ensuring that any defects are fixed with minimal disruption to the City's operations.

6. Final Walkthrough and Closeout Documentation:
At the end of the warranty period, a final walkthrough with the City will be conducted to ensure that all systems are functioning as intended. A comprehensive closeout package will include warranty documentation, as-built drawings, and maintenance guides.

This approach ensures that both the quality of service and warranty support align with the City's needs, fostering a strong working relationship and maintaining high levels of satisfaction throughout the project lifecycle.

HIDALGO COUNTY
PRECINCT 2

HIDALGO COUNTY PRECINCT 2 COMMISSIONER EDUARDO "EDDIE" CANTU

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

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

3900 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

MCALLEN
INDEPENDENT SCHOOL DISTRICT

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

OWNER'S REFERENCE

On behalf of:
HOLCHEMONT, LTD.
900 North Main Street
McAllen, Texas 78501

What was the quality of work provided by the contractor?

Excellent X Good_____ Satisfactory_____ Poor_____

Comments:_____

How well did the contractor respond to warranty items relating to response time and quality of work?

Very well

How timely did the contractor submit all warranty operation manual documents, and all other related close out documents?

In a timely manner

Was the contractor on time in finishing your project as originally projected?

Yes X No_____ Comments:_____

Did the contractor finish punch list items in a reasonable time period?

Yes X No_____ Comments:_____

Did you or have you received any notice of Liens for non-payment from sub-contractors and/or material suppliers on any of your projects with this particular general contractor?

Yes_____ No X Comments:_____

Was the contractor cooperative and professional in addressing construction issues, such as design conflicts, quality of work, and in resolving other related construction issues?

Yes X No_____ Comments:_____

Was the contractor ever confrontational, defensive, non-responsive, argumentative, disrespectful, during the duration of the construction project?

Yes _____ No X Comments: _____

How well did the contractor respond to change order request, and were the proposed prices fair and reasonable?

Very well and submitted detailed requests

Did the contractor hold monthly meetings and document said meetings with appropriate minutes or construction reports?

Yes X No _____ Comments: _____

How well did the contractor work with consulting architects and/or engineers?

Very well

PREPARED BY:

OWNER: Mcallen ISD

NAME: Melissa Ortiz

TITLE: Project Manager

SIGNATURE: [signature]

DATE: 1-31-2025

PHONE NUMBER: 956-632-3200

EMAIL ADDRESS: melissa.ortiz@mcallenisd.net

OWNER FOR REFERENCE RESPONSE

ON BEHALF OF CONTRACTOR/FIRM

Holchemont, Ltd.

REFERENCE(S) FROM OWNER FOR PAST PERFORMANCE:

1. OVERALL QUALITY OF WORK:

EXCELLENT X GOOD _____ SATISFACTORY _____ POOR _____

2. PERFORMED AND COMPLETED PUNCH LIST ITEMS TIMELY:

YES X NO _____

3. PROVIDED COMPLETED WARRANTY DOCUMENTS AND PERFORMED WARRANTY ITEMS TIMELY:

YES X NO _____

4. CONTRACTOR'S HISTORY OF COMPLETING ON SCHEDULE:

EXCELLENT X GOOD _____ SATISFACTORY _____ POOR _____

5. CONTRACTOR'S COOPERATIVE ATTITUDE WHEN WORKING WITH THE OWNER'S IN RESOLVING CONSTRUCTION ISSUES:

EXCELLENT X GOOD _____ SATISFACTORY _____ POOR _____

6. CONTRACTOR'S DILIGENCE IN PROVIDING DETAILED DOCUMENTATION AND A FAIR ASSESSMENT OF CHANGE ORDER PRICING:

EXCELLENT X GOOD _____ SATISFACTORY _____ POOR _____

7. OWNER'S WILLINGNESS TO WORK WITH CONTRACTOR ON FUTURE PROJECTS:

YES X NO _____

PREPARED BY
FACILITY OWNER/REPRESENTATIVE PSJA ISD

Title Project Manager

Signature

Date 7/22/20

Phone Number 956.354.2075

Email Address gerardo.lopez@psjaisd.us

HCA

Gulf Coast Division
Facilities Services Group
7400 Fannin, Suite 650
Houston, Texas 77054

Phone: 713/852-1700
Fax: 713/852-1744

November 4, 2016

Re: Holchemont, Ltd.

Holchemont, Ltd. has participated in new construction and renovations in HCA/Gulf Coast Division hospitals in McAllen and Brownsville.

Holchemont, Ltd. has been responsible for many construction projects in HCA affiliated hospitals, each ranging in value from under $10,000 to over $4,000,000. Holchemont, Ltd. consistently produces excellent quality work on schedule, within budget and with a thorough understanding of the unique operational requirements inherent with construction activities in an occupied healthcare environment.

Please feel free to contact me if I can provide any additional information concerning the professional qualifications and abilities of Holchemont, Ltd. and its senior partners and managers.

Respectfully,

Robert Mason

Robert Mason
Director
Facilities Services Group
HCA/Gulf Coast Division

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #5-11

Reference For: HOLCHEMONT, LTD

Reference Company Name: CITY OF PHARR / LIBRARY

ATTN: Jennifer Delgado

REFERENCE(S) FROM OWNER FOR PAST PERFORMANCES:

5. **Overall quality of work:** EXCELLENT X Good _____ Satisfactory _____ Poor _____

6. **Performed and Completed Punch List items timely:** Yes X No _____

7. **Provided completed warranty documents and performed warranty items timely:**

   Yes X No _____

8. **Contractor's history of completing on schedule:**

   EXCELLENT X Good _____ Satisfactory _____ Poor _____

9. **Contractor's cooperative attitude when working with the owner's in resolving construction issues:**

   EXCELLENT X Good _____ Satisfactory _____ Poor _____

10. **Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:**

    EXCELLENT X Good _____ Satisfactory _____ Poor _____

11. **Would THIS CONTRACTOR BE YOUR FIRST CHOICE ON YOUR FUTURE PROJECTS?**

    YES X No _____

Signature: _____

Printed Name: Adolfo García

Date: 11/20/20

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

VIII. QUALITY CONTROL & COMMISSIONING PROGRAM

QUALITY CONTROL AND COMMISSIONING PROGRAM

It is true that "You don't get the project you expect, you get the project you *inspect*." The quality assurance program must be planned ahead of time, have clear lines of responsibility and authority, and be transparent to workers and the Client. The RFQ document requests Quality Control (QC) information appropriate to this project. The items requested are more properly referred to as "Quality Assurance" (QA) which is the process by which an Owner validates the Contractor's "Quality Control" procedures are being implemented correctly. Having said that, the QC discussion below contains elements of both QA and QC, but all will be referred to as "QC."

In the design phase there will be three layers of QC:

- Each professional's firm review and QC program will check calculations, drawings, and specifications for completeness and conformance to City of Edinburg standards;
- Holchemont QC Manager (Figure 1) – Mr. Oeth will review all disciplines for adherence to Standards, coordination among disciplines, conformance to project goals, and completeness. Reviews will occur weekly via Zoom/Teams Online or in person.
- Both the team, Project Director and QC Manager will, initially, interface with City of Edinburg in these reviews. Each milestone submittal review will conclude with a complete City of Edinburg + Team meeting to discuss findings. Afterwards Mr. Oeth will be responsible for ensuring implementation of all comments and corrections.

During the construction phase both inspection and testing will occur. MEG as the Testing Laboratory will generally take samples in the field and conduct specified tests in their lab(s). The team will primarily utilize professional personnel, including the QC Manager, for inspections. For certain specialties other qualified firms will be engaged, where specialized equipment and/or training is involved. These remain to be identified during design.
Three other work tasks involve specialized inspection and testing:

- Hazmat abatement/removal (ACM and LBP);
- Texas Historic Review;

Each of these is a specialty in and of itself and it is beyond the scope of this RFQ to detail their processes and frequencies. Holchemont Team will be happy to discuss all of them including our specialists if City of Edinburg so desires.

A number of building components are manufactured regularly and their suitability will be verified by provision of a certificate letter. This does not prevent actual field or shop testing should any irregularities be noted or questions arise. Certification letters generally include an Engineer's review and seal if Code-designated features or loads are involved. Certification may also be provided by mill test reports or third party testing agencies such as ICC Evaluation Service. City of Edinburg will be provided certification letters as part of the normal submittal review process and are not detailed herein.

SAFETY

The Holchemont Team utilizes a safety and health program that reduces injuries and illnesses to an absolute minimum, not merely in keeping with, but surpassing, the best experience of operations similar to ours. Our goal is zero accidents and injuries. During this project we will maintain this program which embodies the proper attitudes toward injury and illness prevention not only on the part of supervisors and employees, but also between each employee and his or her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

A. RESPONSIBILITY AND LINES OF AUTHORITY

A dedicated Safety Officer will be assigned to be solely responsible for all managerial facets of this program and will have full authority to make necessary decisions to ensure success of the program. Safety is also the responsibility of every employee of this company. The Safety Officer will develop written detailed instructions covering each of the basic elements in this program, and is the sole person authorized to amend these instructions. This organization will expressly authorize the Safety Officer to halt any operation of the project where there is danger of serious personal injury. The project safety manual will be based on Client/Agency safety policy and program requirements and shall comply with USACE 385 1-1 and OSHA.

Weekly safety meetings will be conducted on site at a time to be specified and Safety Officer, or designee will be responsible for conducting these meetings.

B. SUBCONTRACTORS AND SUPPLIERS

All subcontractors and suppliers are responsible for the safety and health of their employees while on the job. Holchemont. shall complete the following procedures for all subcontractors covered by this project:

1. Request all subcontractor candidates to complete a "Contractor Qualification Form"
2. Ensure that subcontractor is contractually bound to comply with applicable client and Holchemont. Corporation Health, Safety and Environment Program requirements.
3. Each subcontractor is responsible for providing training to each employee in the proper usage of equipment that will be utilized on this project. Furthermore, each subcontractor is responsible for ensuring all licenses, permits, and certifications are current. All subcontractors are required to have specialized training when required by federal, state or local legislation.
4. Conduct an assessment of each subcontractor's qualifications with respect to the Contractor Qualification Form.
5. Verify that subcontractors meet Holchemont. insurance requirements or as approved by City of Edinburg.

6. If the subcontractor has been successfully evaluated within the last 12 months. That evaluation may be substituted.

7. For long term operations, this evaluation will be updated within 12 months of the previous evaluation.

8. Review and evaluate all the AHA (Activity Hazard Analysis) from Subcontractors.

9. Ensure that the team has the right in its subcontract, without liability to Holchemont Inc. to stop the subcontractor's work in the event of any violations of the applicable Health & Safety Plan.

C. TRAINING

Each employee will receive safety training consisting of a thorough review of applicable AHA's. The following is a list of mandatory training and certifications:

1. HAZWOPER Training and Certification

2. Personal Protective Equipment

3. First Aid and CPR

4. Emergency Response Plan

D. SUBCONTRACTOR SAFETY RESPONSIBILITIES

1. Holchemont requires each subcontractor to have at least on OSHA 30 certified person on the job at all times and all foremen/supervisor must be OSHA 10 hour certified.

2. Is knowledgeable of the subcontractor's activities.

3. Understands the safety requirements of the subcontractor's activities.

4. Must have the ability to recognize and the authority to correct safety deficiencies and execute a stop work order should an imminent danger arise (OSHA Competent Person Definition).

5. Has the responsibility for the administration of the subcontractor's Health and Safety Program.

6. Will serve as the direct contact with the team. regarding resolution of Health and Safety issues.

7. Will submit an AHA on their portion of the job prior to the commencement of the work. The AHA will outline the steps of the job the hazards associated with these steps and recommended controls to prevent accidents.

8. Will have competent/certified/qualified equipment operators on the jobsite. Copies of the operators' credentials will be forwarded to Holchemont's office.

9. In the event that unsafe acts or unsafe conditions are observed, immediately stop work and bring them to the attention of the Holchemont. for resolution.

10. Immediately report any accidents to Holchemont.

11. A written accident investigation report is due the Holchemont. Project Manager or Superintendent by the end of the next business day for all injuries/illnesses related to subcontractor operations. The report will identify root causes and effect corrective actions.

F. ACCIDENT AND INCIDENT REPORTING

Project Safety Officer or designee will submit Monthly Exposure Reports to the Contracting Officer no later than the 5th work day of each month. In order to help integrate safety by management the following will be implemented:

- Accident investigations, reports and logs
- Immediate notification of major accidents
- Compliance with USACE 385-1-1 and OSHA

G. OSHA RECORDABLE INCIDENT RATES

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 24

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*)

General Contractor, Commercial Construction

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: 8

Total hours worked by all employees last year: 16,640.00

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.

Linda Hernandez — Controller

Company executive — Title

Phone 956-686-2901 Date 02/03/2025

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 24

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 Texas

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 record-able 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	○	○	○	○	○	○
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	○	○	○	○	○	○
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 301
Injury and Illness Incident Report

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.

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____

Title _____

Phone (_____)_____–_____ Date ____/ ____/ ____

Information about the employee

1) Full name _____

2) Street _____

City _____ State _____ ZIP _____

3) Date of birth ____/ ____/ ____

4) Date hired ____/ ____/ ____

5) ☐ Male
☐ Female

Information about the physician or other health care professional

6) Name of physician or other health care professional _____

_____

7) If treatment was given away from the worksite, where was it given?

Facility _____

Street _____

City _____ State _____ ZIP _____

8) Was employee treated in an emergency room?
☐ Yes
☐ No

9) Was employee hospitalized overnight as an in-patient?
☐ Yes
☐ No

Information about the case

10) Case number from the *Log* _____ *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness ____/ ____/ ____

12) Time employee began work _____ AM / PM

13) Time of event _____ AM / PM ☐ Check if time cannot be determined

14) ***What was the employee doing just before the incident occurred?*** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

15) ***What happened?*** Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

16) ***What was the injury or illness?*** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or sore." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

17) ***What object or substance directly harmed the employee?*** *Examples:* "concrete floor"; "chlorine"; "radial arm saw." *If this question does not apply to the incident, leave it blank.*

18) ***If the employee died, when did death occur?*** Date of death ____/ ____/ ____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, 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.

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.

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			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

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 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.
- 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 record-able 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	○	○	○	○	○	○
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	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___days	___days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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.

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

IX. PRICING & DELIVERY PROPOSAL

CRITERIA NINE: RESPONDENT'S PRICING AND DELIVERY PROPOSAL

Proposal of: Holchemont, Ltd.
(Respondent's Company Name)

Project Name: City of Edinburg Downtown Parking Garage

RFP No.: 2025-002

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the form of Design Build Agreement with General and Supplementary Conditions, the programmatic documentation and any attachments to them, the undersigned proposes to furnish Design-Build services as required for this Project on the following terms:

a) RESPONDENT'S PRE-CONSTRUCTION PHASE FEE: The Respondent shall identify a Pre-Construction Phase Fee, pursuant to the DB Agreement.

Part I Preconstruction Services Fees	
Pre-Design Services Phase:	$110,600.00
Schematic Design Phase:	$165,900.00
Design Development Phase:	$276,500.00
Subtotal of Fees at conclusion of GMP Commitment	$553,000.00
Construction Document Phase, including subcontract buyout:	$ 55,300.00
Part I Preconstruction Services Total:	$ 608,300.00

b) RESPONDENT'S CONSTRUCTION PHASE FEE: The Respondent shall identify a Construction Phase Fee percentage, pursuant to the DB Agreement:

Part II Construction Services	
Design-Build Contractor Construction Phase Fee	$402,000.00
Design-Build Contractor Construction Administration Fees (Design Professional CA Fees)	$ 274,000.00
Design-Build Contractor General Conditions:	$ 498,500.00
Cost of Work (TO BE DETERMINED)	XXXXXXXXXXXXXXXXX
Part II Construction Services Subtotal:	$1,174,500.00

3.10.b.1 Using the estimated Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office, and office supply costs for the Project as listed below:

Allowable General Condition Line-Item Category		Cost
On-Site Project Management Staff	subtotal	$ 380,010
Bonds Permits, and Insurance	subtotal	$ 175,000
Temporary Project Utilities	subtotal	$ 35,000

Field Offices & Office Supplies	subtotal	$ 77,671
Equipment Rental/Miscellaneous	subtotal	$ 15,000

On-Site Project Management Staff and Rates Detail

Position	Quantity	Months	Monthly Salary Rate
Project Executive	1	12	$ 9,000.00
Project Manager	1	12	$ 9,532.00
Superintendent(s)	1	12	$ 8,137.00
Assistant Superintendent(s)	1	12	$ 5,000.00
Project Engineer/Expeditor(s)	1	12	$ 7,500.00
Field/Office Engineer(s)	1	12	$ 7,000.00
Field Office Support Staff	1	12	$ 4,376.00
CPM Scheduler	1	12	$ 5,000.00
Safety Coordinator/Assistant(s)	1	12	$ 2,500.00

c) ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 JM No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

d) AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the City as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the City in a Notice to Proceed. The City reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

e) Respectfully Submitted and Certified By:

Michael C. Montalvo
(Respondent's Printed Name)

Manager of Holchemont Mgt. LLC, Its Managing Partner
(Title)

(Authorized Signature)

2/26/2025
(Date)

State of Texas Tax Account No. 26-3913182

HOLCHEMONT, LTD.
900 N. Main St., McAllen Texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

X. ADDENDUM

ADDENDUM NO. 1

Date of Addendum: 2/20/25

PROJECT NAME: Edinburg Downtown Parking Garage

PROJECT NO: **2025-002**

PROPOSAL DATE: February 27, 2025. (There is no change to the Bid Date.)

FROM: City of Edinburg
Att: Mardoqueo Hinojosa, P.E., CFM, City Engineer
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-8211

TO: **Prospective Bidders**

This Addendum forms a part of the Proposal Documents and will be incorporated into Contract Documents, as applicable. Acknowledge receipt of the Addendum by inserting in Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

CLARIFICATIONS

Questions through Opengov Portal

1. What drainage system will we tie into?

   Response: the existing system connects to system at the intersection of McIntyre and Closner. The intent is to keep the system the same to minimize cost.

2. Will the parking be full-size or compact parking?

   Response: the discussion during the pre-proposal meeting was that a combination of parking stalls could be done, but the bare minimum amount of parking stalls will be 256. In addition, International Building Code regulations must be met.

3. Do you have a preference for EXIT and ENTRANCE on the building? (Street wise etc.)

   Response: the preference is to have exit and entrance through Kuhn Street. Innovative methods can be discussed during design.

4. What road improvements will affect the building during the design and construction process?

   Response: None. SH 107 Drainage Improvements are expected to let with TxDOT towards the end of the year. It is not expected to be in conflict with this project, if project scheduled for this project are maintained.

5. Will the parking be free to the public?

   Response: It is expected to be free, but it is subject to change.

6. Will it need to have a gate installed?

   Response: No gate is expected. However, preparations for a gate will need to be included.

7. Will we need to add Addendum#1 from RFQ#2025-001 to this RFP?

   Response: Any addendums from RFQ do not need to be acknowledge. Any addendums on RFP must be acknowledge.

MINUTES OF PRE-PROPOSAL CONFERENCE

Minutes of the Pre-Bid Conference held on 19th, February, 2025, are attached as a record and for the Bidders information.

END OF ADDENDUM NO. 1

Digitally signed by Mardoqueo Hinojosa
Date: 2025.02.20 16:27:12-06'00'

DATED: 2/20/25

Mardoqueo Hinojosa, P.E., CFM, CPM

END OF DOCUMENT

Meeting agenda

Meeting 1: Preproposal Conference

Date: Feb 19, 2025 **Time:** 11:00 AM - 12:00 PM CST

Invitees & Attendance

Organizers

- Bobby Carrillo (Brownstone Consultants)
- Carlos Del Angel (Brownstone Consultants)
- Gilbert Gallegos (Brownstone Consultants)

Invitees

- Criselda Lozano (City of Edinburg)
- Mardoqueo Hinojosa (City of Edinburg)
- Sergio Castro (City of Edinburg)
- treyna treyna (City of Edinburg)

Meeting Attachments

DOWNTOWN_PARKING_GARAGE_PRE-PROPOSAL_MEETING_2502... DOWNTOWN_PARKING_GARAGE_PRE-PROPOSAL_MEETING_ZOO...

Description

The objective of the mandatory preproposal Conference was to review the RFP with the five shortlisted firms and begin a dialogue on questions received.

Discussions held at the preproposal Conference will not constitute a change to the project documents unless a subsequent addendum is issued.

Meeting Discussion

Introductions

1. A sign-in sheet was distributed and is attached to the minutes. Information

Created on Feb 20, 2025 by Carlos Del Angel Last updated on Feb 20, 2025 by Carlos Del Angel

2. All five shortlisted firms were represented at the meeting. Information

    1. Broaddus Construction
    2. Catamount Construction
    3. ECON

4. Gerlach Builders
5. Holchemont

Created on Feb 20, 2025 by Carlos Del Angel Last updated on Feb 20, 2025 by Carlos Del Angel

3. All meeting guests who attended in-person introduced themselves. Information

Created on Feb 20, 2025 by Carlos Del Angel Last updated on Feb 20, 2025 by Carlos Del Angel

4. Opening Remarks - Mardoqueo Hinojosa, City Engineer. Emphasized that the meeting was to highlight expectations of the City of Edinburg for RFP response. Information

Created on Feb 20, 2025 by Carlos Del Angel Last updated on Feb 20, 2025 by Carlos Del Angel

Review RFP Documents

1. Mardoqueo Hinojosa quickly summarized the RFP document and reviewed the key dates of the RFP process. Information
   - February 21, 2025 – Last day to submit questions by 5:00 p.m. Submit questions on the portal or to the point of Contact in section 1.7.
   - February 27, 2025—The Actual RFP submission must be delivered and received by 3:00 p.m. CST via the City of Edinburg Opengov portal.
   - March 6, 2025 - The respondents ' interviews are scheduled for this date and will be conducted alphabetically.

Created on Feb 20, 2025 by Carlos Del Angel Last updated on Feb 20, 2025 by Carlos Del Angel

2. Criteria Nine: Respondent's Pricing and Delivery Proposal will need to be filled in online Information

Created on Feb 20, 2025 by Carlos Del Angel Last updated on Feb 20, 2025 by Carlos Del Angel

3. The selection criteria included in the RFP account for 70% of the overall score, and the interview accounts for the remaining 30%. The interview questions that should be addressed are included in the online portal. Information

Created on Feb 20, 2025 by Carlos Del Angel Last updated on Feb 20, 2025 by Carlos Del Angel

Questions

1. Do you have to use the link sent to the email to access the RFP documents and submit proposals? Closed

   Yes. The link must be used to access the RFP documents.

   Closed on Feb 20, 2025 by Carlos Del Angel

2. Does $6.2M DBBL include all fees? Closed

   Yes. The $6.2M DBBL is the City's target "all-in" budget for this project.

   Closed on Feb 20, 2025 by Carlos Del Angel

3. Is there a minimum requirement for parking spaces? Closed

   Yes. The minimum required parking spaces is 256.

   Closed on Feb 20, 2025 by Carlos Del Angel

4. Does the city have a parking ratio requirement in their city ordinances? Closed

   No. The design and construction of the parking garage must comply with applicable city, state, and federal building codes.

   Closed on Feb 20, 2025 by Carlos Del Angel

5. Staging, will there be any additional staging areas provided? Closed

   The City has considered closing Kuhn St. (the width of the property) to provide additional staging for the project. The final determination will be further discussed and determined with the selected design-build firm.

   Closed on Feb 20, 2025 by Carlos Del Angel

6. Will fire sprinklers be required? Closed

The design and construction of the parking garage must comply with applicable city, state, and federal building codes.

Closed on Feb 20, 2025 by Carlos Del Angel

7. Is there consideration for closing a lane on Closner Blvd to be used as staging? Closed

The City has considered closing one lane of Closner Blvd temporarily to provide additional staging, when needed, for the project. The final determination will be further discussed and determined with the selected design-build firm.

Closed on Feb 20, 2025 by Carlos Del Angel

8. The survey shows the Melden and Hunt's property (alley) may be encroaching into the subject property, has the City looked into it? Closed

No. The City will look into this and provide a response.

Closed on Feb 20, 2025 by Carlos Del Angel

9. Will the design team have flexibility in designing the building for savings? Closed

Yes. The City encourages innovations in design to meet the budget.

Closed on Feb 20, 2025 by Carlos Del Angel

10. No apparent lighting in the design criteria for the top level, will lighting be needed for the top level? Closed

The design intent packet was to provide guidance during the RFQ/P process. The design and construction of the parking garage must comply with applicable city, state, and federal building codes.

Closed on Feb 20, 2025 by Carlos Del Angel

11. There has been several addendum issued for the geotechnical report, why? Closed

There has been one addendum issued to the geotechnical report. The previous structural engineer requested additional information that was then provided via the addendum.

Closed on Feb 20, 2025 by Carlos Del Angel

Meeting Summary

This meeting has no summary

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:	**$**

23.4 SUMMARY OF COMPENSATION

	Part I Preconstruction Services	
	Part II Construction Cost Limitation	$
	Part II A/E Construction Limitation	
	Owner's Construction Contingency (Included in CCL)	
	Design-Build Budget Limitation	$6,200,000.00

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.

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:

BY: _____
Josephine Ramirez Solis, City Attorney

DESIGN-BUILD CONTRACTOR

BY:_____
Name
Title
Address
Phone:
Email:

CITY OF EDINBURG

Exhibit B-1

GENERAL CONDITIONS

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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

Initials _____

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.

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

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

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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.

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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.

Initials _____

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 - CITY COUNCIL
Meeting Date: March 18, 2025
CONTRACTUALS
Agenda Item No: 9.A.
Amendment No. 1 - Brownstone Consultants

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into Amendment No. 1 for Job Task Order No. 1 with Brownstone Consultants for Project Management Services for the Downtown Parking Garage Project for Phases 2 & 3, in an Amount Not to Exceed $221,770.00 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
The original proposal outlined the scope of work for the various phases of the project, which included Pre-Design, Contract Negotiations and Design, Construction, Post-Construction and Close-out phases.

On October 1, 2024, Brownstone Consultants entered into Job Task Order No. 1 for the Downtown Parking Garage Project, for an amount not-to-exceed $58,320. The scope of services for Job Task Order No. 1 covered Phase 1, which included the Pre-Design Phase. The pre-design phase involved developing the project scope for a design-build contract, managing the RFQ/RFP process, establishing design criteria, reviewing proposed contractual agreements, and selecting a design-build firm.

This Amendment No. 1 for Job Task Order No. 1 is for Phase 2 and Phase 3 of the project.

Key tasks for Phase 2 and Phase 3 are as follows:
Phase 2
-Contract Negotiations and Design Phase: Biweekly design meetings, oversight and management of the design team, review of design documents and invoices.

Phase 3
-Construction Phase: Kick-off meeting, monthly project status reports, monitoring project submittals, reviewing pay applications, attending site and bi-weekly project meetings, evaluating project changes, reviewing construction materials testing, overseeing contractual obligations and warranties, and providing post-occupancy facility evaluation.

-Post-Construction and Closeout Phase: Overseeing certifications, coordinating training, reviewing warranties, and conducting post-occupancy evaluations.

Funding is available through the 2021A Bond Series.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into Amendment No. 1 for Job Task Order No. 1 with Brownstone Consultants for Project Management Services for the Downtown Parking Garage Project for an Amount Not to Exceed $221,770.00 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to City's

Ordinances and Procurement Policies.

Reviewed by:		**Prepared by:**
Tomas Reyna, Assistant City Manager	Final Approval - 3/14/2025	Mardoqueo Hinojosa, City Engineer

Attachments:

A. Amendment No.1 - JT 1 - Downtown Parking Garage

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AMENDMENT NUMBER ONE (1) TO JOB TASK ORDER NUMBER ONE (1) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND BROWNSTONE CONSULTANTS, LLC. FOR PROJECT MANAGEMENT SERVICES PURSUANT RFQ NO.2024-001 FOR THE DOWNTOWN PARKING GARAGE PROJECT

This Amendment Number One to Job Task Order Number One (1), to the Agreement between the City of Edinburg and Brownstone Consultants, LLC. dated January 16, 2024, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Brownstone Consultants, LLC. (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **January 16, 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 Project Management Services (hereafter referred to as "Agreement" and attached as Exhibit "B"). Specifically, it was agreed that the Consultant shall provide Project Management Services, and or other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, on **October 18, 2024** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into Job Task Order Number One (1) for Project Management Services for the Downtown Parking Garage Project see Exhibit "C" and

WHEREAS, City and Consultant desire to further amend said Job Task Order Number One (1) to the Agreement by providing additional Project Management Services for the Downtown Parking Garage Project.

NOW, THEREFORE, this Amendment Number One (1) to Job Task Order Number One (1) to the Agreement, is hereby amended by providing additional Project Management Services for the Downtown Parking Garage Project., at the amount not to exceed the proposed amount of $221,770.00, as set out in Exhibit "A" attached hereto.

If any of the terms of this Amendment Number One (1) to 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. Further, this Amendment does not waive the parties' responsibilities and obligations as provided for under the Agreement.

The consultant agrees to provide services 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 technically complete by City Staff, and shall be completed upon request of the City.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative 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 Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis, City Attorney

BROWNSTONE CONSULTANTS, LLC.

BY:_____
Carlos Del Angel, CCM, PMP
Managing Partner
P.O Box 3898
McAllen, Texas 78505
Phone: (956) 802-9979
Email: carlos@bstone.biz

Attachments: **Exhibit "A" Proposal**
Exhibit "B" Agreement
Exhibit "C" Job Task Order No.1
Exhibit 'D" Certificate of Insurance

EXHIBIT “A”

March 13, 2025

City of Edinburg
Myra L. Ayala
City Manager
415 W. University Dr.
Edinburg, TX 78539

Re: Edinburg Downtown Parking Garage – Brownstone Consultants LLC Proposal for Amendment No. 1 to Job Task Order No. 1 - Construction Management Services

Dear Ms. Ayala:

We are pleased to submit our proposal to provide construction management services for the Edinburg Downtown Parking Garage Project. This proposal reflects our commitment to delivering proven management support tailored to the City of Edinburg's needs. We will work closely with City staff and key stakeholders to ensure a successful project outcome. ***This proposal covers Phase II—design, construction, and post-construction—estimated to span twenty months.***

Brownstone has extensive experience managing large capital improvement projects for local governments. Our SPE Approach—Strategize, Plan, and Execute—guides our project management process. We collaborate with owners to define their goals, develop a structured plan, and execute with a focus on scope, schedule, budget, and quality. By integrating technology, we centralize project communication, streamline information flow, and enhance efficiency. Throughout the project, we will provide measurable value to the City of Edinburg.

We take pride in delivering reliable, high-quality service and fostering lasting client relationships. Our team is dedicated to meeting your needs with attention to detail and a commitment to excellence. We look forward to the opportunity to serve the City of Edinburg.

Sincerely,

Carlos Del Angel, PMP, CCM
Managing Partner
Brownstone Consultants, LLC

PROJECTS THAT WORK. PARTNERSHIPS THAT LAST.

PROPOSAL

Brownstone Consultants LLC is pleased to submit its proposal to provide Construction Management Services for the **Edinburg Downtown Parking Garage** in Edinburg, Texas**.** This proposal is based on the following project assumptions.

| ASSUMPTIONS & CLARIFICATIONS

1. The City of Edinburg is in the process of selecting a design-build firm.
2. The scope presented as Exhibit A is based on the continuation of a design-build delivery method.
3. The project's current construction budget is $6.2M.
4. The proposed duration of this proposal for Brownstone activities is twenty (20) months. This is for the design, construction, and post-construction phases.
5. The proposal is based on a start date of April 1, 2025. Both parties will mutually agree upon the actual start date.

| SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

Refer to Exhibit A for Brownstone's Scope of Services.

| SCOPE OF SERVICES TO BE PROVIDED BY OWNER

Refer to Exhibit B for the Owner's Scope of Services.

| BROWNSTONE EXECUTION SCHEDULE

Refer to Exhibit C for the Project Execution Plan.

| BASE FEE TOTAL

Stipulated Sum Fee of ***Two Hundred Twenty-One Thousand Seven Hundred & Seventy Dollars and 00/100 ($221,770.00).***

The stipulated sum will be invoiced in twenty (20) equal monthly installments of Eleven Thousand Eighty-Eight Dollars and 50/100 ($11,088.50).

Please refer to Exhibit D (Standard Labor Rates) and Exhibit D-1 (Staffing Plan).

| ADDITIONAL SERVICES

Any services not stated in this proposal will constitute an additional service and be billed at our hourly fee schedule (reference Exhibit D) or by separate proposal. The City of Edinburg must approve all additional services in writing before they are performed.

| EXCLUSIONS

This proposal excludes the following services:

- Architectural or Engineering Design Services
- Site Surveys and Platting
- Construction Materials Testing
- Environmental and Geotechnical Testing
- Commissioning

Should you have any questions regarding this proposal, please call me at (956) 307-3057.

Sincerely

Carlos Del Angel, PMP, CCM
Managing Partner

EXHIBIT A – SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

Phase I - Pre-Design Phase (5 Months) – This is the scope of work included in the attached proposal. **This scope of work is complete**.

~~Brownstone Consultants will provide services for the City of Edinburg Parking Garage project before the start of construction as follows:~~

1. ~~Confirm the Owner's goals and guidelines for the project scope and implementation, including aesthetics, functional parameters, and presence within the community.~~
2. ~~Become familiar with the project's financial goals and ensure they are aligned with Owner expectations. Specifically, confirm construction cost for inclusion in scope target communication.~~
3. ~~Assist the City in structuring a Design-Build project delivery solicitation to control the budget and achieve scope definition.~~
4. ~~Develop the design-build design criteria package for inclusion in the solicitation in collaboration with the City. This would include review and evaluation, as well as negotiating with the best value respondent for the City.~~
5. ~~In collaboration with legal counsel, recommend legal and contractual agreements and language for incorporation in contract execution with the successful respondent.~~
6. ~~Confirm that the design professionals identified as part of the proposed team have been selected as part of the State of Texas Qualification-Based Selection Process.~~
7. ~~Align communication and documentation software with all parties and mutually agree on the system.~~
8. ~~Confirm third-party quality assurance consultants required for Construction and Material Testing.~~
9. ~~Discuss site access with the City and contractor for logistics affected by limited constraints.~~

Phase II – Contract Negotiations and Design Phase (6-7 Months) - Brownstone Consultants will provide services for the City of Edinburg Parking Garage project for the design phase as follows:

1. Assist the City of Edinburg in negotiations with the selected DB contractor, ensuring contract terms align with project objectives and protect the City's interests.
2. Review and validate the DB contractor's scope, schedule, and cost proposal to confirm feasibility and compliance with project requirements.
3. Support the development of performance benchmarks, deliverables, and reporting structures for the DB contract.
4. Coordinate with City staff and legal representatives to finalize contractual agreements.Assist the City in developing and reviewing the Notice of Intent to Award to the successful Design-Build contractor.
5. Bi-Weekly Design Phase – Brownstone will schedule bi-weekly design meetings with the design-build team and other project stakeholders. Brownstone will assist in developing meeting documentation, including but not limited to agendas, exhibits, and minutes. All meeting documents will be logged in the Project Management Information System.
6. Oversight and Management of Design Team – Brownstone will guide, oversee, and manage the design-build team throughout the development of the design package. Brownstone will

coordinate other project consultants with the design team to ensure the Owner's imperatives are incorporated into the final construction documents.

7. Review of Design Documents – Brownstone will continually review the construction documents before issuing the notice-to-proceed for construction.
8. Validate cost estimates and budget allocations throughout the design process to prevent overruns.
9. Monitor schedule adherence and provide early warnings of potential delays.
10. Evaluate value engineering opportunities to optimize project cost without compromising quality or performance.
11. Monitor project risks related to design, permitting, or construction feasibility and develop mitigation strategies.
12. Review of Architect and other Project Consultant Invoices – Brownstone will receive, review, and recommend approval of all project invoices prior to distribution to the City.
13. Serve as the primary liaison between the City of Edinburg and the DB contractor to facilitate clear and effective communication.
14. Provide regular progress reports, design status updates, and risk assessments to City leadership.
15. Maintain thorough documentation of all project records and regularly update the Project Management System (Autodesk Build).

Phase III - Construction Phase (12 Months) – Brownstone Consultants is proposing the following scope of services for the construction phase of the City of Edinburg Parking Garage project.

1. Conduct Partnering Session simultaneously with kick-off session.
2. Update the Engineering Department monthly on the status of the project based upon mutually agreed format.
3. Monitor site records for shop drawings, shop drawings logs, RFI logs, deficiency logs, Change Order logs, Proposal Change logs, and ASI logs.
4. Monitor the Contractor Schedule and advise the City of construction schedule slippage and work with City personnel to bring the project back to schedule.
5. Review the contractor's pay applications with the City, Architect and Contractor to confirm compliance with work in place.
6. Attend site meetings as necessary.
7. Conduct site visits 2x/week (ex.: Monday/Thursday) to monitor construction progress, verify compliance with the approved schedule, and identify any potential delays or issues.
8. Utilize the Raken App to collect and document construction data during site visits, including:
   - Workforce headcounts and contractor activity logs
   - Equipment usage and material deliveries
   - Weather conditions and any related impacts
   - Notable progress, milestones, and challenges encountered
   - Maintain a continuous presence in the field to observe contractor performance and adherence to contract requirements without performing formal inspections.

9. Evaluate requests for proposed changes and change orders and make recommendations to City personnel and the Architect.
10. Attend pre-installation meetings with the contractor and subcontractors.
11. Review as-built drawings and completeness of all close-out documentation, warranties, and guarantees for conformance with specifications requirements.
12. Perform a constructability review of contract documents with the city and Architect and provide a cost analysis of potential cost savings and possible time impact on the completion date.
13. Perform a cost analysis of each change order issued and challenge the contractor's pricing if necessary.
14. Coordinate Independent Testing Firm's Activities & Assist in Procurement of these firms (Test & Air Balance, Material Testing, Commissioning, etc.)
15. Review the results of the Owner-provided Independent Testing Firm for Compliance with Construction Documents.
16. Coordinate Vendors under Separate Contracts to Owner (Security, Data, Voice, Furniture, etc.)
17. Assist in Managing Construction Contracts and General Conditions.
18. Serve as the primary liaison between the City of Edinburg and the DB contractor to facilitate clear and effective communication.
19. Assist in the development of the project punch list, ensuring all outstanding items are accurately identified and documented
20. Evaluate project status and provide a recommendation for the issuance of the Substantial Completion certificate.
21. Track punch list progress and participate in back-punch site visits to verify completion of corrective work.
22. Assess final project conditions and, if applicable, recommend issuing the Final Completion certificate.
23. Provide regular progress reports, design status updates, and risk assessments to City leadership.
24. Maintain thorough documentation of all project records and regularly update the Project Management System (Autodesk Build).
25. Participate in bi-weekly construction meetings, ensuring action items are documented and tracked.

Post-Construction & Closeout Phase (2 months) – Brownstone Consultants will provide services for the City of Edinburg Parking Garage project after substantial completion and prior to final completion as follows:

1. Oversee turnover of all certification documentation.
2. Coordinate training of facility maintenance staff for familiarization with all systems.
3. Review all contractual and warranty obligations for compliance with all documents such as operations and maintenance manuals.
4. Assist in developing a tickler file of all warranty deadlines for each project.
5. Coordinate Reviews of Warranty items after a thirty (30) day period.

6. Coordinate post-occupancy evaluation of facility with design team prior to the warranty expiration (One-Year).

Consultant's Additional Services

Advance Authorization Required - If authorized in writing by the Owner, the Consultant shall furnish or obtain from others Additional Services of the types listed below.

1. Prepare applications for governmental approvals.
2. Make measured drawings of or investigate existing conditions or facilities.
3. Perform services resulting from significant changes in scope, extent, or character.
4. Undertake investigations and studies in addition to those specified in Basic Services.
5. Furnish services attributable to more than one prime contract.
6. Perform services during out-of-town travel required of the Consultant other than for visits to the site or Owner's office.
7. Project Commissioning after final completion.
8. Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY OWNER

In addition to other responsibilities of the Owner, as set forth in the Agreement, the Owner shall:

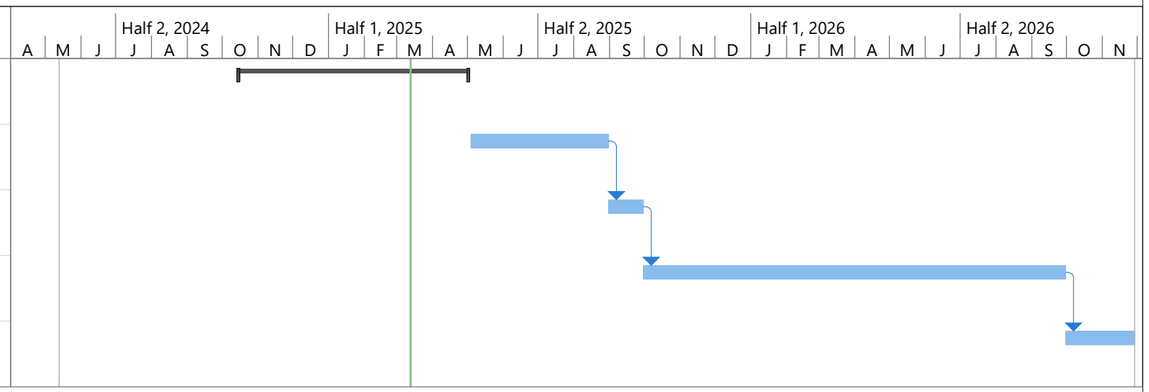
1. Provide the Consultant with information as to the Owner's requirements for the project, including design objectives and constraints, space, capability, and performance requirements, security needs, flexibility, expandability, and budgetary limitations.

2. Furnish copies of the Owner's standard forms, conditions, and related documents for inclusion in the project, when applicable.

3. Furnish Consultant any other available information pertinent to the Project, including any reports and data relative to previous design efforts, or investigations at or adjacent to the Site.

EXHIBIT C
EDINBURG DOWNTOWN PARKING GARAGE
EXECUTION PLAN / PROJECT SCHEDULE - PHASE II, III, IV

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Pre-Design**	**199 days**	**Tue 10/15/24**	**Thu 5/1/25**
24		**Design**	**119 days**	**Sun 5/4/25**	**Sat 8/30/25**
25		**Permitting**	**30 days**	**Sun 8/31/25**	**Mon 9/29/25**
26		**Construction**	**365 days**	**Tue 9/30/25**	**Tue 9/29/26**
27		**Post Construciton & Closeout**	**60 days**	**Wed 9/30/26**	**Sat 11/28/26**



Project: Exhibit C - Schedule
Date: Thu 3/13/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

BROWNSTONE CONSULTANTS

EXHIBIT D - LABOR RATE SCHEDULE

Labor Category / Personnel	Base Rate	2024 Contract Rate	2025 Contract Rate	2026 Contract Rate
Principal in Charge / Executive	$ 104.00	$ 289.22	$ 295.01	$ 300.91
Senior Construction Manager (PE/PMP/AIA)	$ 86.50	$ 240.56	$ 245.37	$ 250.27
Construction Manager (CCM)	$ 72.00	$ 200.23	$ 204.24	$ 208.32
Assistant Construction Manager	$ 58.00	$ 161.30	$ 164.52	$ 167.81
Project Engineer	$ 44.00	$ 122.36	$ 124.81	$ 127.31
Sr. Construction Inspector	$ 43.50	$ 120.97	$ 123.39	$ 125.86
Construction Inspector	$ 36.00	$ 100.12	$ 102.12	$ 104.16
Record Keeper	$ 32.00	$ 88.99	$ 90.77	$ 92.59
Unmanned Aircraft System (UAS) Pilot - Drone	$ 30.00	$ 83.43	$ 85.10	$ 86.80
Project Control Specialist	$ 28.00	$ 77.87	$ 79.43	$ 81.01
Admin/Clerical	$ 22.00	$ 61.18	$ 62.41	$ 63.65
Direct Expenses	**Rate**			
Travel				
Lodging (per night)	$ 150.00			
Per Diem (Meals)	$ 60.00			
Airfare	**Cost**			
Car Rental (per day)	$ 60.00			
Parking	**Cost**			
Mileage (per mile)	$ 0.655			
Copies				
8.5 x 11 (per sheet)	$ 1.00			
11 x 17 (per sheet)	$ 2.00			
Overnight Mail (EA)	$ 25.00			
Unmanned Aircraft System (UAS) Flight - Drone (per hour)	$ 250.00			

Contract Rates include labor, overhead, and profit. Once rates are negotiated, they are not subject to change or adjustment.

Construction Management Services - Fee Proposal - Brownstone

Direct (Billable) Hours / Year	2000
Annual Hourly Rate Increase	2.0%
Hours per Month	168

Construction Management Team	
Role	**Rate 2025**
Principal in Charge / Executive	$ 289.22
Senior Project Manager (PMP/PE/AIA)	$ 245.37
Construction Manager (CCM)	$ 204.24
Assistant Project Managers/Engineers	
Assistant Construction Manager	$ 164.52
Project Engineers	$ 124.81
Support Team	
Sr. Construction Inspector	$ 123.39
Construction Inspector	$ 102.12
Record Keeper	$ 90.77
Unmanned Aircraft System (UAS) Pilot - Drone	$ 85.10
Project Control Specialist	$ 79.43
Admin/Clerical	$ 62.41

FEE SUMMARY		
Year	**Hours**	**CM Fee**
2024	**-**	**$ -**
2025	**600**	**$ 92,264**
2026	**946**	**$ 128,198**

Sub-Total Billable Hourly Fee	**$**	**220,462**

DIRECT EXPENSES			
TYPE	**UNIT**	**TOTAL**	
Utility Vehicle	**month**		
Drone Flights	**hour**		
mileage	**mile**	**$**	**1,308**
Sub-Total Direct Expenses		**$**	**1,308**
Total		**$**	**221,770**

2025

Role	Rate	Jan-25 FTE	Feb-25 FTE	Mar-25 FTE	Apr-25 FTE	May-25 FTE	Jun-25 FTE	Jul-25 FTE	Aug-25 FTE	Sep-25 FTE	Oct-25 FTE	Nov-25 FTE	Dec-25 FTE	Total Hrs	Amount
Principal in Charge / Executive	$ 289.22				4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	36	$ 10,412
Senior Project Manager (PMP/PE/AIA)	$ 250.28				24.00	24.00	24.00	24.00	24.00	24.00	20.00	20.00	20.00	204	$ 51,057
														-	$ -
Support Team															$ -
Construction Inpsector	$ 102.12								20.00	20.00	28.00	28.00	28.00	124	$ 12,663
Project Control Specialist	$ 79.43					20.00	20.00	20.00	20.00	30.00	30.00	30.00	30.00	200	$ 15,886
Admin/Clerical	$ 62.41				4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	36	$ 2,247
														-	-
Total		**-**	**-**	**-**	**32.00**	**52.00**	**52.00**	**52.00**	**72.00**	**82.00**	**86.00**	**86.00**	**86.00**	**600**	**$ 92,264**
		Avg. Monthly Hours/Billing												**67**	**$ 10,252**

- - -

2026

Role	Rate	Jan-26 FTE	Feb-26 FTE	Mar-26 FTE	Apr-26 FTE	May-26 FTE	Jun-26 FTE	Jul-26 FTE	Aug-26 FTE	Sep-26 FTE	Oct-26 FTE	Nov-26 FTE	Dec-26 FTE	Total Hrs	Amount
Principal in Charge / Executive	$ 289.22	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00		44	$ 12,726
Senior Project Manager (PMP/PE/AIA)	$ 250.28	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00		220	$ 55,062
														-	$ -
Support Team															$ -
Construction Inpsector	$ 102.12	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00		308	$ 31,453
Project Control Specialist	$ 79.43	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00		330	$ 26,212
Admin/Clerical	$ 62.41	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00		44	$ 2,746
														-	$ -
Total		**86.00**	**86.00**	**86.00**	**86.00**	**86.00**	**86.00**	**86.00**	**86.00**	**86.00**	**86.00**	**86.00**	**-**	**946**	**$ 128,198**
		Avg. Monthly Hours/Billing												**86**	**$ 11,654**

EXHIBIT “B”

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND BROWNSTONE CONSULTANTS, LLC FOR PROJECT MANAGEMENT SERVICES PURSUANT RFQ NO. 2024-001**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **BROWNSTONE CONSULTANTS, LLC.** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

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 11th day of January 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:

Omar Ochoa Law Firm, P.C.

BY:_____

Omar Ochoa, City Attorney

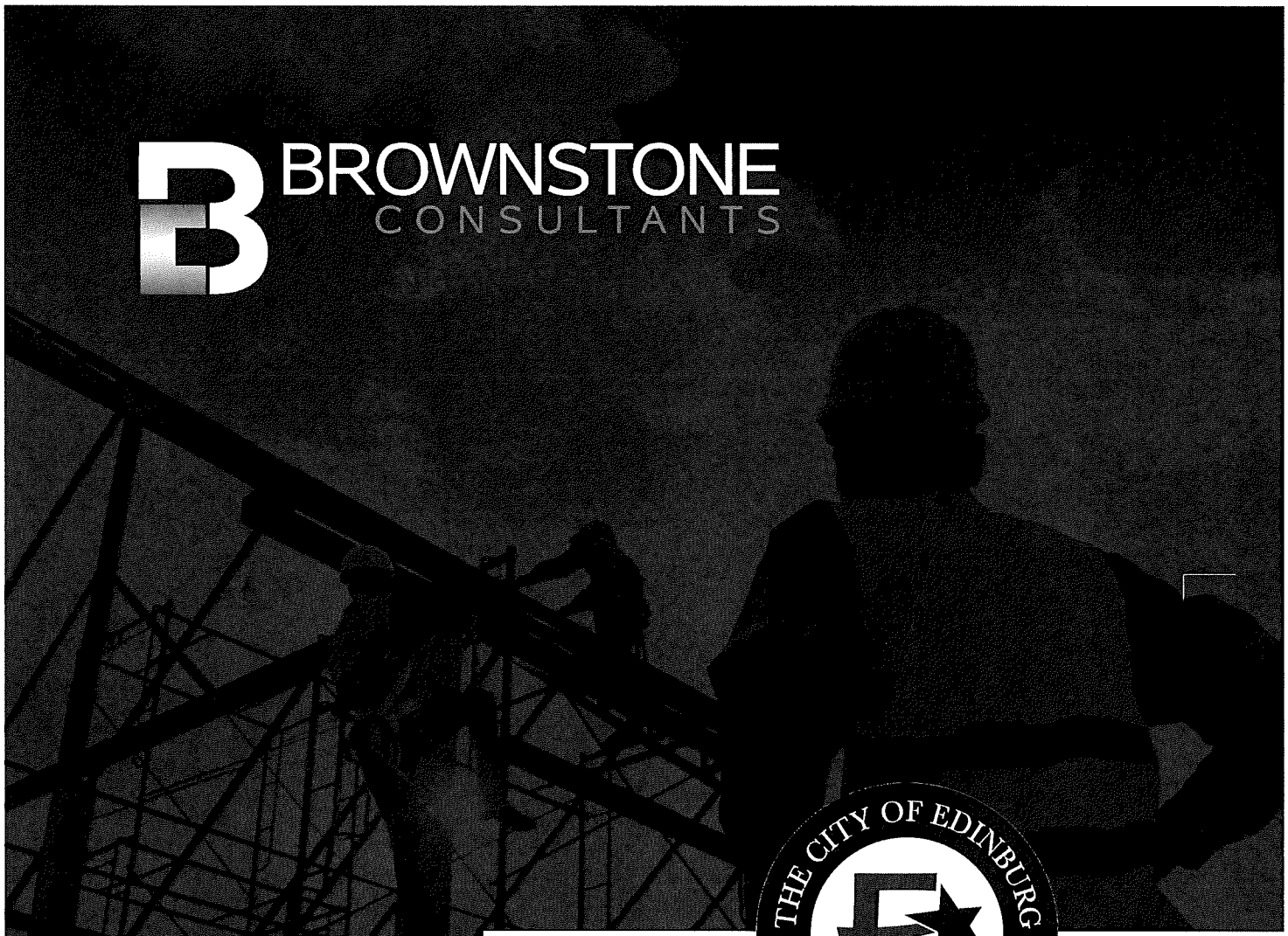
BROWNSTONE CONSULTANTS, LLC.

BY:_____

Carlos Del Angel, CCM , PMP
Managing Partner
P.O Box 3898
McAllen, Texas 78505
Phone: (956) 802-9979
Email: carlos@bstone.biz

Attachments: **Exhibit "A" RFQ 2024-001, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A"



BROWNSTONE
CONSULTANTS

THE CITY OF EDINBURG
TEXAS

Sealed Proposal for 2024 Project Management Services

RFQ No: 2024-1

Project Management Services / Construction Management Services

Opening Date:

Tuesday, December 12, 2023 Opening Time 3:00 pm

BROWNSTONE CONSULTANTS
P.O. Box 3898 | McAllen, TX 78505
956.307.3057

BROWNSTONE
CONSULTANTS

"Empowering Excellence Through Service"

December 12, 2023

Mardoqueo Hinojosa, P.E.
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, TX 78539

Re: Transmittal Letter for Request for Qualifications No: 2024 – 1 for Project Management Services

Dear Mr. Hinojosa,

We are pleased to submit our statement of qualifications to serve the City of Edinburg for Project Management Services. This letter indicates our interest and commitment to providing the City of Edinburg with proven management support in a manner that fully meets your unique needs. I will be the primary point of contact for all correspondence and communications pertaining to the RFQ and David Chacon will be the secondary point of contact. In addition, we have received all addenda, and their content has been considered and included in our response.

Our mission at Brownstone is to lead with unwavering commitment to customer service. We prioritize the fusion of leadership, trust, and competency to deliver superior results. We strive to cultivate trust through transparent communication, lead with innovation, and uphold the highest standards of integrity. Our dedication lies in surpassing client expectations, fostering lasting relationships, and creating a legacy built on reliability and excellence in every project we undertake.

Brownstone has extensive experience managing capital improvement projects in South Texas for municipalities, counties, K-12 school districts, and non-profit organizations. This experience makes us well-suited to provide the scope of services outlined in the RFQ. Our response will detail our methodology, best practices, and provide the context of their value to the City of Edinburg.

We take pride in our ability to deliver the highest level of service to our clients, and we understand the importance of dependability in building long-lasting relationships. Our team is dedicated to ensuring that your needs are met with the utmost care and attention to detail. We believe that our commitment to excellence sets us apart from the competition, and we look forward to the opportunity to serve you.

Sincerely,

Carlos Del Angel, CCM, PMP
Managing Partner
carlos@bstone.biz
Brownstone Consultants, LLC
(956) 802-9979

David Chacon, PE, CCM, CFM
Director of CEI Services
david@bstone.biz
Brownstone Consultants, LLC
(956) 429-9033

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TRANSMITTAL LETTER

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PROPOSAL

- Overall Qualifications of Team
- Previous Experience with the City of Edinburg
- Ability to Meet Schedules & Deadlines
- Stability and References

REQUIRED DOCUMENTS APPENDICES (Not to be included in the 30 page limit)

- Professional Certifications & Licenses
- Conflict of Interest
- General Questionnare
- Litigation Disclosure Form
- House Bill 89 Verification
- Senate Bill 13 Verification
- Senate Bill 19 Verification
- The City of Edinburg Non-collusion Affidavit
- Certificate of Interested Parties (Form 1295)
- Professional Services Agreement Form

OVERALL QUALIFICATIONS OF TEAM

BROWNSTONE CONSULTANTS
P.O. Box 3898 | McAllen, TX 78505
956.307.3057

Overall Qualifications of the Team

Firm Experience & History

Brownstone Consultants, LLC (Brownstone) is a McAllen, Texas based, minority owned (ESBE, HABE, MBE, SBE, WBE) project management firm established in 2019. Our team is staffed with project management professionals (PMP), construction management professionals (CCM), civil engineers (PE), and registered architects (AIA) that have the technical expertise and industry experience to deliver the scope of services identified on a project-by-project basis. Furthermore, we understand these projects may include, but are not limited to, alterations and additions to existing facilities, renovations, site improvements, new construction, facility demolition, utility upgrade and improvements, electrical system upgrades, mechanical system upgrades, and plumbing system upgrades. ***Brownstone was developed to serve Owner's and we strive to cultivate trust through transparent communication, lead with innovation, and uphold the highest standards of integrity.***

Historically Underutilized Business (HUB) Certification Number – 222127710 (Expires 12/2024)

- WBE - Woman Business Enterprise
- SBE – Small Business Enterprise
- MBE – Minority Business Enterprise
- HABE – Hispanic American Business Enterprise
- ESBE – Emerging Small Business Enterprise

Brownstone has provided exceptional project management services since its inception and its staff has 100 years of combined experience in the management, oversight, and construction administration of local, state, and federally funded capital improvement projects. Offering a diverse set of services, our team has grown by providing experienced professionals and creative solutions on a variety of projects. Below is a summary of recently completed projects and projects currently in progress. ***All projects listed in the table were performed for local governmental agencies over the last two years.***

Services	Project Type	Construction Cost:
Project & Construction Management	Local Government Facilities & Infrastructure	$112M
	Water/Wastewater Infrastructure	$40M
	Broadband	$58M
	Bridge & Roadway	$68M
	TOTAL:	$278M

*Please refer to section 2 – Previous Experience with the City for a complete list of projects.

We feel we are uniquely qualified to best perform the scope of services outlined for the City of Edinburg because we are:

- skilled in managing complex, multi-agency construction projects through all phases of project development.

- Proactive management approach focused on communication. This allows us to address minor issues and resolve them before they become problems.
- registered engineering firm with the state of Texas (Firm No.23250)
- Understand the requirements of working with local governmental agencies.
- Versed in financial compliance when using federal or state funds (TxDOT, TWDB, ARPA, FHWA, etc.)
- Understand how to access various funding mechanisms at the local, state, and federal levels.
- Understand both traditional and alternate delivery methods including CMAR and Design-Build.
- Have a strong local presence.
- Statewide Network of specialty sub-consultants including parking garage specialists, commissioning, safety, estimators, schedulers, etc.
- Knowledge of the region, including ongoing projects within the City of Edinburg.
- Cultivated a culture that adheres to our core values of trust, integrity, and leadership.
- Locally owned and staffed. Many staff members are products of UTRGV.
- Have successfully executed various types of construction projects including vertical, infrastructure, heavy civil, land development, and turnkey city-wide broadband.
- Staffed with multi-disciplined professionals.
    - Project Management Professionals (PMP)
    - Certified Construction Managers (CCM)
    - Professional Engineers (PE)
    - Registered Architects (AIA)
    - Certified Floodplain Manager (CFM)

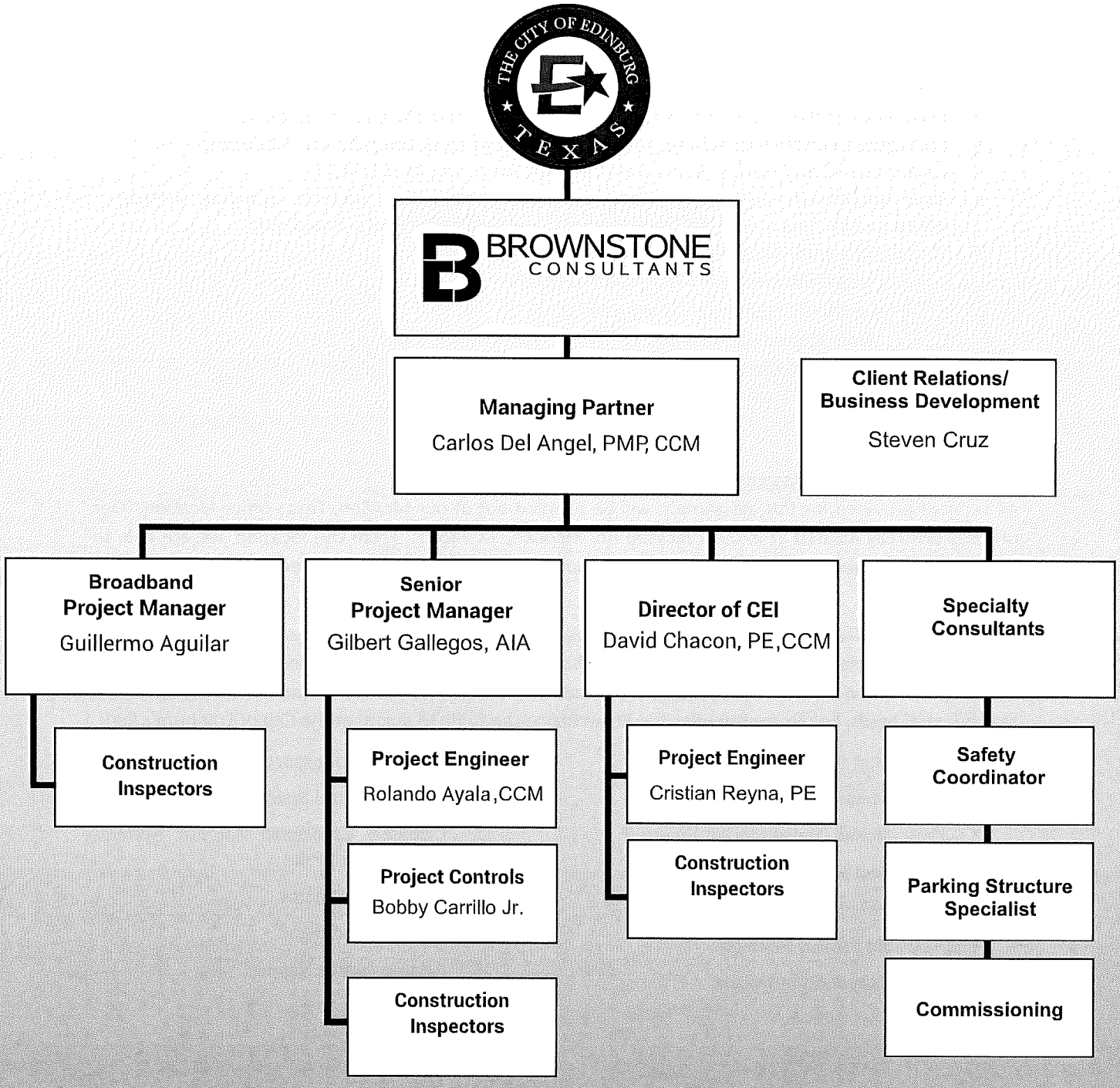
Office Location & Small Assignment Staffing Needs

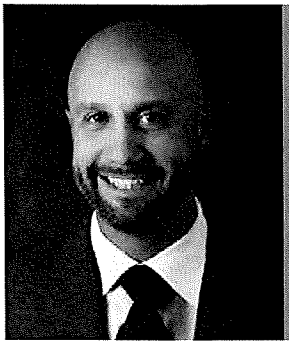
All services provided for this assignment will be handled out of our McAllen, Texas office location. Our office is centrally located at 2205 N Jackson Rd, McAllen, TX 78501. From this location, we are able to respond to city requests quickly, attend to any issues that arise in the field, and attend in-person meetings on short notice.

Brownstone is staffed with multi-disciplined professionals in both the design and construction of vertical and horizontal projects. We are a boutique firm ***that is both agile and versatile and can assist the city in staff augmentation when needed for any sized project***. In addition to the accreditations and certifications that our staff holds, below are the roles the Brownstone can fulfill to augment the City of Edinburg's staff.

- Registered Architect
- Professional Construction Engineer
- Professional Transportation Engineer
- Sr. Project Manager
- Project Manager
- Assistant Project Manager
- Sr. Construction Inspector
- Construction Inspector
- Project Control Specialist
- Licensed Unmanned Aircraft Systems (UAS/Drone) Pilot
- Utility Coordinator
- Safety Coordinator
- Administrative Support

Brownstone Team Organizational Chart:





JUAN CARLOS DEL ANGEL, PMP, CCM

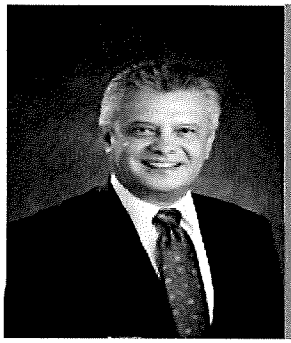
Managing Partner

Years of Experience	Education	Certifications
Total: 21	**Bachelor of Science, Construction Science** *Texas A&M University*	**Project Management Professional (PMP)** **Certified Construction Manager (CCM)**

Mr. Del Angel brings more than 20 years of construction and project management experience to the team with an emphasis on project administration and delivery. Throughout his project management career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully managing programs over $100M in the public, industrial, and multi- family sectors. His strengths include project planning and scheduling, budget development, verification and gap identification, and quality audits to enhance project efficiency and reduce duration. Mr. Del Angel completed his studies at Texas A&M University with a B.S. in Construction Science and a minor in Business.

Relevant Project Experience

- *Hidalgo County | CDBG-CV Health Facility Improvements | $7M | Edinburg, TX*
- *Hidalgo County | El Paraiso Project | $8.9M | Alton, TX*
- *Hidalgo County | Hidalgo County Courthouse Phase II | $10M | Edinburg, TX*
- *Hidalgo County Drainage District No. 1 | 2018 Drainage Bond Program | $190M | Hidalgo County TX*
- *City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX*
- *UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX*
- *City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX*
- *City of Pharr | Donations Acceptance Program (DAP15) Pharr International Bridge Upgrades | $8.2M | Pharr, TX*
- *City of Pharr | Pharr International Bridge Expansion Project | $68M | Pharr, TX*
- *City of Pharr | Donations Acceptance Program (DAP16) Pharr International Bridge Upgrades | $42M | Pharr, TX*



GILBERT GALLEGOS, AIA

Senior Project Manager

Years of Experience	Education	Certifications
Total: 45	**Bachelor of Science. Environmental Design** *Texas A&M University*	**State of Texas Registered Architect #12864**

Mr. Gallegos brings 45 years of construction and project management experience to the team with an emphasis on project administration and delivery. Throughout his project management career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully managing programs over $1B in the public, industrial, and multi-family sectors. His strengths include strategic initiatives, project planning, design, coordination of projects, and providing leadership for Owners through the entire project development process.

Relevant Project Experience

- *City of Edinburg Downtown Revitalization Plan | Edinburg, TX*
- *Edinburg Consolidated Independent School District Bond Program | $112M | Edinburg, TX]*
- *South Texas Community College (Two Bond Programs) | $259.8M | Rio Grande Valley*
- *City of McAllen Convention Center | $50M McAllen, TX*
- *Texas Southmost College | $68M | Brownsville, TX*
- *Congress Center 11 Story Parking Garage | $15.5M | Austin, TX*
- *The University of Texas RGV (Edinbug Campus) Various Projects | $86.6M | Edinburg, TX*
- *Roma Independent School District, Elementary #7 | $19.7 | Roma, TX*
- *Tropical Texas Behavioral Clinic, Various Projects | $22.2M | Edinburg, TX*
- *Workforce Solutions, One-Stop Centers Various Location | Edinburg, TX $15M*

GUILLERMO AGUILAR

Project Manager

Years of Experience
Total: 20

Education
Bachelor of Arts, International Studies
Texas A&M University

Mr. Mr. Aguilar brings more than 20 years of project management experience to the team with an emphasis on project administration and operations. Throughout his project management and construction career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully completing projects more than $90M in the public, industrial, and multi-family sectors. His strengths include project planning and scheduling, document control, value engineering, operational oversight, and subcontractor relationship management.

Relevant Project Experience

- *City of Pharr | CMAR Program | $19M | Pharr, TX*
- *City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX*
- *UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX*
- *City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX*
- *City of Pharr | City Hall First Floor Renovation | $3.4M | Pharr, TX*

DAVID M. CHACÓN, PE, CCM, CFM

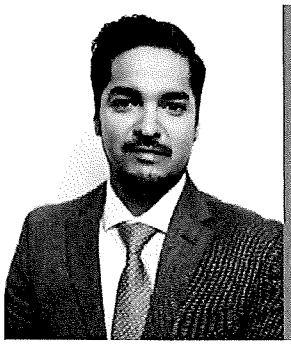
Director of CEI

Years of Experience	Education	Certifications
Total: 9	**Bachelor of Science, Civil Engineering,** *University of Texas RGV*	**Professional Engineer (P.E.)** **Certified Construction Manager (CCM)** **Certified Floodplain Manager (CFM)**

Mr. Chacón is the Director of the Construction Engineering & Inspections (CEI) Department. He has over 9 years of experience in construction engineering, project management and structural and civil design. His professional experience includes overseeing all phases of construction and infrastructure projects in both public and private sectors. He has participated as a project manager in various public, infrastructure, industrial, commercial, and multi-family projects with values of up to $80M. His experience includes project planning, management, engineering design, technical review, quality assurance and construction oversight. Mr. Chacón completed his studies at the University of Texas Rio Grande Valley with a Bachelor of Science in Civil Engineering and earned his Professional Engineer (P.E.) license thereafter.

Relevant Project Experience

- *Hidalgo County | El Paraiso Project | $8.9M | Alton, TX*
- *City of Pharr | Pharr International Bridge Expansion Project | $68M | Pharr, TX*
- *City of Pharr | Donations Acceptance Program (DAP16) Pharr International Bridge Upgrades | $42M | Pharr, TX*
- *City of Pharr | Fire Station No. 1 | $6M | Pharr, TX*
- *TxDOT/GSA | Border Safety Inspection Facility | $28M | Pharr, TX*
- *TxDOT/City of Pharr | Pharr International Bridge Northbound Lane & 2nd BSIF Exit | $7.4M | Pharr, TX*
- *TxDOT | US-83 Relief Route Phase I | $80M | La Joya, TX*
- *Rio Hondo Independent School District | Rio Hondo Middle School | $20M | Rio Hondo, TX*
- *South Texas Health System | McAllen Medical Center | $40M | McAllen, TX*



ROLANDO AYALA

Project Engineer

Years of Experience
Total: 5

Education
Bachelor of Science, Civil Engineering,
University of Texas RGV

Certifications
Certified Construction Manager (CCM)

Mr. Rolando Ayala is an accomplished and results-driven project manager with more than 5 years of experience in the project management, construction, and supervision of private and public multi-million-dollar projects. Dedicated, time-line driven employee with a proven ability to successfully manage simultaneous projects. I bring forth expertise in building requirements, inspections, regulations, and quality control management for every project

Relevant Project Experience

- *City of Pharr | 2nd BSIF Exit | $7.4M | Pharr, TX*
- *City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX*
- *UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX*
- *City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX*
- *City of Pharr | City Hall First Floor Renovation | $68M | Pharr, TX*
- *UTRGV | Nursing Center | $9M | 60,000 SF | Pharr, TX*
- *Harlingen CISD | Treasure Hills Elementary Phase II | $8M | Harlingen, TX*
- *City of Brownsville/SPI International Airport Hangar | $1.8M | Brownsville, TX*

PREVIOUS EXPERIENCE WITH THE CITY OF EDINBURG

BROWNSTONE CONSULTANTS
P.O. Box 3898 | McAllen, TX 78505
956.307.3057

Although Brownstone Consultants has not worked directly with the City of Edinburg, some of our senior staff members have extensive experience working inside the Edinburg City limits. Their expertise in this area can be attributed to their involvement in various projects that required them to work closely with stakeholders from the City of Edinburg. As a result, our team has gained a deep understanding of the unique challenges and opportunities that the City of Edinburg faces and is well-equipped to provide innovative solutions to address them. Please refer to the list below for the projects our staff has worked on.

- *City of Edinburg Downtown Revitalization Plan*
- *Edinburg Consolidated Independent School District Bond Program*
- *The University of Texas RGV (Edinbug Campus) Various Projects*
- *Tropical Texas Behavioral Clinic, Various Projects*
- *Workforce Solutions, One-Stop Centers Various Location*
- *Hidalgo County | CDBG-CV Health Facility Improvements*
- *Hidalgo County | Hidalgo County Courthouse Phase II*

In addition to our team's extensive experience working with stakeholders from the City of Edinburg, we have also collaborated with various municipalities and government agencies on a range of projects. Our team has worked on projects related to infrastructure development, community engagement initiatives, health clinics, educational facilities, and public sector reforms, among others. Please refer to the list below for some of our recent projects with local municipalities and government agencies.

"Empowering Excellence Through Service"

City of Pharr / UTRGV Natatorium

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 72,796-square-foot aquatic facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $25.0M

Reference: City of Pharr – **Mr. Ed Wylie**, *City Manager* – **Phone: (956) 402-4000**

City of Pharr 1st Floor Renovation

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of their new 1st floor renovation. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $2.3M

Reference: City of Pharr – **Mr. Ed Wylie**, *City Manager* – **Phone: (956) 402-4000**

BROWNSTONE CONSULTANTS

P.O. Box 3898 | McAllen, TX 78505 956.307.3057

TeamPharr.net City-Wide Fiber Optic Distribution Project

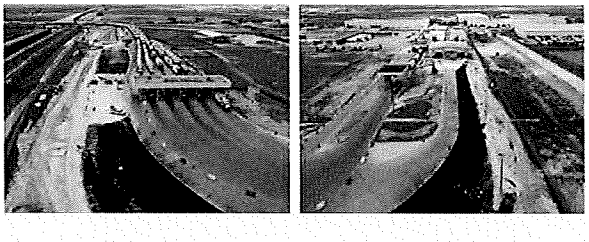
Scope: Brownstone has worked with the City of Pharr on a master fiber-optic network plan encompassing the entire municipality. The network consists of an 8-mile 432 strand fiber core and an additional 650 miles of distribution and fabric which will deliver a minimum of 1gb speed to all subscribers.

Construction Cost: $54.0M
Reference: City of Pharr **Mr. Ed Wylie**
Title: City Manager
Phone: (956) 402-4000

FY15 DAP Port of Entry North Bound Lane Expansion

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. Along with the standard CM scope, Brownstone was tasked with stakeholder management, and developing and implementing the communication plan. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

Construction Cost: $8.0M
Reference: City of Pharr **Mr. Ed Wylie**
Title: City Manager
Phone: (956) 402-4000



Hidalgo County / CDBG-CV Health Facility Improvements

Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot Bio-Safety Lab. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $7.0M
Reference: Hidalgo County Health Department **Mr. Eddie Olivarez**
Title: Chief Administrative Officer
Phone: (956) 318-2426

Hidalgo County / Courthouse Phase II Project

Scope: Brownstone was contracted by Hidalgo County to serve as a Construction Manager (CM) to oversee the design and construction of the Courthouse Phase II project which includes the demolition of the existing courthouse, construction of a new ground-level parking facility, construction of a new pedestrian park and plaza (Meander), and modifications to the existing modular buildings

Construction Cost: $10.0M
Reference: Hidalgo County Executive Office, **Mr. Roy Quintanilha**
Phone: (956) 292-7655 ext. 5614

Hidalgo County / El Paraiso Health Clinic and Community Resource Center (CRC)

Scope: Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 8,000-square-foot Health Clinic and a 5,300-square-foot Community Resource Center. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, and coordination of all special consultants and vendors.

Construction Cost: $7.0M
Reference: Hidalgo County Health Department **Mr. Eddie Olivarez**
Title: Chief Administrative Officer
Phone: (956) 318-2426

City of Pharr/ Pharr One Building

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new multi-purpose facility. The facility consists of a French garden with a reflection pool, a 12,990 SF facility including computer labs and a lecture hall, and an amphitheater. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $8.0M
Reference: City of Pharr **Mr. Ed Wylie**
Title: Deputy City Manager
Phone: (956) 402-4000

City of Pharr / TWDB 2020 CWSRF & DWSRF Program

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of multiple water/wastewater projects within the 2020 TWDB CWSRF/DWSRF program. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $40.0M
Reference: City of Pharr **Mr. Ed Wylie**
Title: Deputy City Manager
Phone: (956) 402-4000

City of Pharr / International Bridge Expansion Project

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the construction and assist in the development of the design documents of a new 1.35-mile-long international bridge. Brownstone was tasked with stakeholder management, interagency coordination, budget and schedule review, design document review, and quantities verification during the design phase. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), Federal Highway Administration (FHWA), United States Coast Guards (USCG), International Boundary and Water Commission (IBWC), Texas Historic Commission (THC), and the City of Pharr are involved in this multi-agency project.

Construction Cost: $54.5M
Reference: City of Pharr **Ms. Anali Alanis**
Title: CInterim City Manager
Phone: (956) 402-4000

City of Pharr / FY16 DAP Port of Entry Inspection Facilities

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. The project consists of horizontal and vertical infrastructure inside the federal port of entry. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

Construction Cost: $44.0M
Reference: City of Pharr **Mr. Ed Wylie**
Title: Deputy City Manager
Phone: (956) 402-4000

City of Pharr / Fire Station No. 1 Project

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot fire station. Brownstone was tasked with the management of the design team, conducting value-engineering workshops, utility relocation coordination, construction contract administration, change order management, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $6.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

ABILITY TO MEET SCHEDULES AND DEADLINES

BROWNSTONE CONSULTANTS
P.O. Box 3898 | McAllen, TX 78505
956.307.3057

Effectively managing time is crucial for high-performance teams to complete their tasks. As a project manager or team leader, it is essential to adopt time and scheduling strategies that help you meet deadlines and deliver projects on time. You can start by analyzing your thought process, behavior, and interactions with the team to determine which strategies to choose.

Here are some ways that **Brownstone Consultants** can help you manage your time and schedule:

1. Develop a clear project plan
Creating a clear and organized project plan or schedule is one of the most important considerations for effective time management. A precise and well-structured activity plan allows you to visualize the entire timeline of a project and better understand what's necessary for its completion. Brownstone Consultants can help you develop a project plan that outlines all individual tasks, stages, milestones, and deadlines.

2. Learn to communicate effectively with stakeholders
Effective communication is vital for successful project management. Brownstone Consultants can help you establish communication channels that work best for sharing updates, making decisions, and asking for feedback from project stakeholders.

3. Delegate tasks
Delegating tasks to team members is an effective way to manage time. Brownstone Consultants can help you assign tasks to team members based on their skills and capacity. To do this effectively, it's important to use a reporting and progress tracking system that shows who can take on more tasks and what may be lacking.

4. Allow flexibility in your project schedule
Remaining flexible is essential when managing a project. By allowing for flexibility, you can quickly analyze and address any unforeseen issues that arise throughout the duration of a project without extending your deadlines.

5. Determine the duration of each task
Setting a time limit for each task for which your team is responsible can help manage everyone's time during a project. However, it's vital to ensure that you don't engage in means and methods of the contractor's responsibility.

6. Use time and web-based information management tools
Time and web-based information management tools are helpful software programs and systems that simplify communication, information sharing, and file sharing during a project. Brownstone Consultants is familiar with different schedule platforms such as Primavera P6 scheduling software, owner-focused web-based information management systems, and contractor-based construction-taking systems such as Procore.

7. Prioritize tasks
Assigning priorities to assignments is a vital part of effective time management. Brownstone Consultants can help you determine the connections between tasks and prioritize assignments accordingly.

8. Regularly review progress

Reviewing the work that you and your team did at the end of each day, week, or month is crucial for effective time management. Brownstone Consultants can help you identify areas of strengths and weaknesses and prioritize incomplete tasks to ensure that the team completes them on time.

By adopting these time and scheduling strategies, you can effectively manage your time and deliver projects on time work that you and your team did to push the project forward. Focus on the things that went well and identify if there were any weaknesses that you can address before the next project cycle. If you notice that there are any incomplete tasks in the team's queue, you can prioritize them to make sure the team completes them on time.

STABILITY AND REFERENCES

BROWNSTONE CONSULTANTS
P.O. Box 3898 | McAllen, TX 78505
956.307.3057

References

Project: Hidalgo County CDBG – CV Health Facility Improvements
Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot Bio-Safety Lab. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Hon. Ellie Torres
Commissioner Precinct 4
County of Hidalgo
(956) 383-3112

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Bobby Carrillo – Project Control Specialist

Project: City of Pharr / UTRGV Natatorium
Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 72,796-square-foot aquatic facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Dr. Ambrosio "Amos" Hernandez
Mayor
City of Pharr
(956) 402-4100

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Guillermo Aguilar – Project Manager
Rolando Ayala – Project Engineer

Project: Pharr One
Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new multi-purpose facility. The facility consists of a French garden with a reflection pool, a 12,990 SF facility including computer labs and a lecture hall, and an amphitheater. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Ed Wylie
Interim City Manager
City of Pharr
(956) 402-4100

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Guillermo Aguilar – Project Manager
Rolando Ayala – Project Engineer

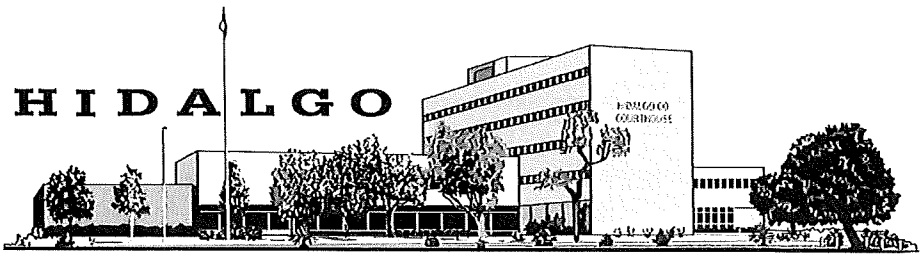
Reference Letters

We have attached reference letters for the three projects aforementioned.

Past Project with the City, or within the City of Edinburg

- City of Edinburg Downtown Revitalization Plan – Gilbert Gallegos, AIA
- Edinburg Consolidated Independent School District Bond Program – Gilbert Gallegos, AIA
- The University of Texas RGV (Edinburg Campus) Various Projects – Gilbert Gallegos, AIA
- Tropical Texas Behavioral Clinic, Various Projects – Gilbert Gallegos, AIA , David Chacon, PE
- Hidalgo County | CDBG-CV Health Facility Improvements - Carlos Del Angel, PMP, CCM, Bobby Carrillo
- Hidalgo County | Hidalgo County Courthouse Phase II - Carlos Del Angel, PMP, CCM, Bobby Carrillo, David Chacon, PE, CCM , CFM, Rolando Ayala, CCM

COUNTY of HIDALGO
ELLIE TORRES
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

December 11, 2023

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: Hidalgo County / Urban County CDBG-CV Health Facility Improvements (Bio-Safety Lab Project)

Dear Mr. Del Angel,

I wanted to take a moment to express my sincere thanks for the exceptional work you and Brownstone Consultants performed on the Bio-Safety Lab project. Your contributions were instrumental in helping us navigate the complexities of the project and ensuring that all regulations were complied with.

I particularly appreciate the following:

- Your guidance in the decision-making process helped us stay on track and make informed choices.
- Your recommendations regarding the structural canopies, which are allowing us to resolve this issue without further delaying the project.
- Your commitment to ensuring that the project remained compliant with all regulations and that the County's ARPA funds were used appropriately.

The Bio-Safety Lab will have a significant impact on the residents of Hidalgo County, and we are grateful for your dedication and professionalism throughout this effort. We look forward to the opportunity to work with you again.

Respectfully submitted,

Ellie Torres

Hon. Ellie Torres
Commissioner Precinct 4
County of Hidalgo

Pharr

MAYOR Ambrosio Hernandez, MD | INTERIM CITY MANAGER Ed Wylie

COMMISSIONERS Eleazar Guajardo I Roberto "Bobby" Carrillo I Ramiro Caballero, MD I Daniel Chavez I Ricardo Medina I Itza Flores

February 24, 2022

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: City of Pharr / UTRGV Natatorium Project

Mr. Del Angel,

Through this letter, thank you for your work and dedication in completing the Natatorium Project. You and your team demonstrated high professionalism throughout the project, especially in assisting the City of Pharr in completing the project in time to host the State of City address.

Moreover, I want to highlight your exceptional leadership in the change management process and managing contingency expenditure funds. Your ability to navigate and resolve unexpected issues while keeping the project on track and within budget is truly commendable. Your team's efforts in ensuring timely and efficient implementation of change requests were much appreciated and helped us achieve our goals.

Thank you again for your hard work and dedication to this project, and we look forward to working with you on future projects.

Respectfully Submitted,

Dr. Ambrosio "Amos" Hernandez
Mayor
City of Pharr

Pharr

MAYOR Ambrosio Hernandez, MD | INTERIM CITY MANAGER Anali Alanis

COMMISSIONERS Michael Pacheco I Roberto "Bobby" Carrillo I Ramiro Caballero, MD I Daniel Chavez I Ricardo Medina I Itza Flores

August 09,2023

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: Pharr One Project

Mr. Del Angel,

I am pleased to write this letter of reference for Brownstone Consultants, LLC. Brownstone helped us manage the design and construction of our new Pharr One facility, which is a remarkable addition to the Pharr community. It is designed to provide residents with a unique outdoor gathering space and a state-of-the-art learning facility. The facility boasts a stunning French garden with a reflection pool and an outdoor amphitheater for performances and events.

Mr. Del Angel and his staff helped the City navigate several issues, including COVID-19 pandemic-related supply chain problems that were beyond the control of any team members. Although these supply chain issues delayed the project, Brownstone kept the project on budget and negotiated no additional general condition fees from the contractor.

Brownstone also assisted the City throughout the warranty period, tracking warranty items for timely resolution and conducting six- and eleven-month warranty walkthroughs to ensure outstanding warranty items were addressed before the warranty expiration date.

Thank you for your exceptional work and commitment to this project. We appreciate the dedication and professionalism that Brownstone Consultants, LLC brought to this effort. We look forward to the opportunity to work with you again in the future.

Respectfully Submitted,

Mr. Ed Wylie
Deputy City Manager
City of Pharr

REQUIRED DOCUMENTS
APPENDICES

BROWNSTONE CONSULTANTS
P.O. Box 3898 | McAllen, TX 78505
956.307.3057

Project Management Institute

THIS IS TO CERTIFY THAT

Juan C. Del Angel

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Jennifer Tharp | Chair, Board of Directors

PROJECT MANAGEMENT INSTITUTE CORPORATE SEAL 19 69 PENNSYLVANIA

Pierre Le Manh | President & CEO

PMP® Number: 1960290

PMP® Original Grant Date: 08 September 2016

PMP® Expiration Date: 08 September 2025

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Juan Del Angel

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

25323

CMCI #

D.J. Mason III

CMCI Board of Governors Chair

October 2021

Certification Date

October 2024

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Carlos Del Angel

has successfully completed

Local Government Project Procedures Qualification
#72741

Pharr , TX
July 17-18, 2019
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director

THE AMERICAN INSTITUTE OF ARCHITECTS

DECLARES THAT

Gilbert Gallegos

IS ADMITTED TO ARCHITECT MEMBERSHIP HAVING BEEN FOUND ELIGIBLE

BY AUTHORITY OF THE BOARD OF DIRECTORS

AND IS ENTITLED TO EXERCISE AND ENJOY ALL THE RIGHTS AND PRIVILEGES

OF THIS CATEGORY OF MEMBERSHIP AS PRESCRIBED IN THE BYLAWS.

DATED OCTOBER 2, 2007

PRESIDENT

SECRETARY

The Construction Manager Certification Institute

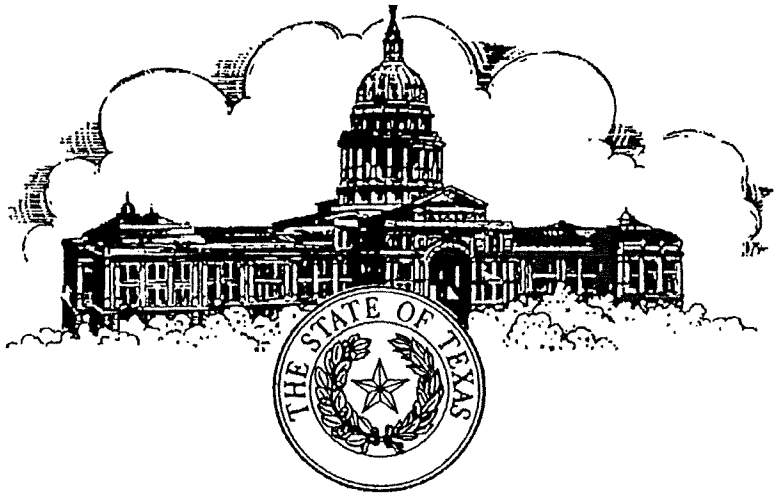
CCM®

Certified Construction Manager

David Chacon

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

29633		May 2022
CMCI #		*Certification Date*
CMCI Board of Governors Chair		May 2025
		Valid Through



David Marcelo Chacon

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

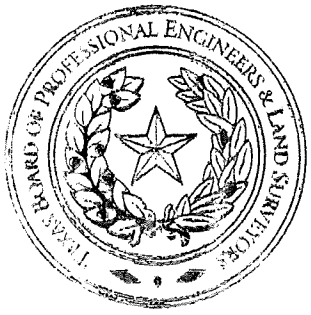
IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

IN WITNESS WHEREOF,

We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 2nd day of August, 2021.



Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

Rolando Rubiano, P.E., Board Secretary

SERIAL NUMBER **141941**

STATE OF TEXAS
DAVID M. CHACON
141941
LICENSED
PROFESSIONAL ENGINEER

THE ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC. AND TEXAS FLOODPLAIN MANAGEMENT ASSOCIATION

HEREBY RECOGNIZES

David Marcelo Chacon

AS A NATIONALLY ACCREDITED

CERTIFIED FLOODPLAIN MANAGER

For meeting criteria in the area of experience, references, education and training in floodplain management and hazard mitigation. This CFM has passed the Texas National CFM exam which exhibits competency with the basic principles of sound floodplain management as mandated by the National Flood Insurance Program.

CERTIFICATION # 4438-23N

ISSUED: March 2023

Stephanie W. Griffin

Stephanie Griffin, CFM
2023-2025 TFMA President

Wes Birdwell, CFM
TFMA Executive Director

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

David Chacon

has successfully completed

Local Government Project Procedures Qualification #85056

VIR , TX
November 17-18, 2021
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Rolando Ayala

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

28281

CMCI #

CMCI Board of Governors Chair

September 2022

Certification Date

September 2025

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Rolando Ayala

has successfully completed

Local Government Project Procedures Qualification
#85073

VIR , TX
July 13-14, 2022
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Cassandra Smith, Executive Director

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Brownstone Consultants, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-23250

Expiration Date
2/28/2024

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/12/2023

Company/Vendor Name:

Brownstone Consultants, LLC

Printed Name and Title:

Juan Carlos Del Angel, Managing Partner

Authorized Signatory:

Juan Carlos Del Angel

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Brownstone Consultants, LLC
(Full, correct legal name)

- Address: 2205 N Jackson Rd, McAllen, Texas, 78501
- Telephone/Fax: 956-307-3057
- Email address: carlos@bstone.biz

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

3.

Yes____ No_X_

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

4. Where is the Company's corporate headquarters located? McAllen,Texas

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

4.

Yes____ No_X_

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

_____ (years) _____ (months)

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

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

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

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

Name: Juan Carlos Del Angel
Address: 2205 N Jackson Rd. McAllen, Tx, 78503
Telephone: 956-307-3057
Fax: N/A
Email: carlos@bstone.biz

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

HOUSE BILL 89 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

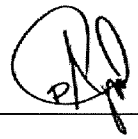
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Juan Carlos Del Angel, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Brownstone Consultants, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Managing Partner

Subscribed and sworn to me this 1st day of December 2023.

By: _____

Notary Public

NOTARY PUBLIC STATE OF TEXAS
MARTHA INFANTE
My Notary ID # 124744214
Expires December 1, 2023

My commission expires 12-01-23

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Brownstone Consultants, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT “B”

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): Y01/17/2024

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

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

PRODUCER	CONTACT NAME: ELLIE A TORRES
TOTAL INSURANCE PROTECTION 5805 CALLAGHAN ROAD SUITE 108 SAN ANTONIO TX 78228	PHONE (A/C, No, Ext): 210-305-5000 FAX (A/C, No): E-MAIL ADDRESS: contact@texastip.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : KINSALE INSURANCE COMPANY	
INSURER B : KEMPER INSURANCE COMPANY	
INSURER C : KINSALE INSURANCE COMPANY	
INSURER D : TEXAS MUTUAL INSURANCE COMPANY	
INSURER E :	
INSURER F :	

INSURED: BROWNSTONE CONSULTANTS LLC, 3317 KENT LANE, 78503, MCALLEN TX 78503

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 [ ] PRO-JECT [ ] LOC [ ] OTHER:			0100569026-0	11/14/2023	11/14/2024	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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5000563401	01/28/2024	01/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $			100225585-0	02/07/2023	02/07/2024	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	Y	0002089858	12/12/2023	12/12/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

PROJECT: CITY OF EDINBURG ENGINEERING SERVICES

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ellie A Torres

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EXHIBIT “C”

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 BROWNSTONE CONSULTANTS, LLC. FOR PROJECT MANAGEMENT SERVICES FOR THE DOWNTOWN PARKING GARAGE PROJECT PURSUANT RFQ NO.2024-001

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and Brownstone Consultants, LLC., dated January 16th 2024, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Brownstone Consultants, LLC. (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **January 16, 2024** the City Council of Edinburg authorized and approved City Manager or his/her designated appointee to negotiate and enter into an On Call Professional Services Agreement with the Consultant to provide Project Management Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Project Management Services, and or other as-needed services, on an on-call basis and 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 Project Management Services for the Downtown Parking Garage Project as set out in the attached Exhibit "A"; 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 Project Management Services for the Downtown Parking Garage Project, at the amount not to exceed the proposed amount of $58,320.00, as set out in Exhibit "A" attached hereto, and this Job Task Order Number One (1) shall serve as notice to proceed with said Project.

Period of Performance. The period of performance shall be from the effective date of this Job Task Order Number One (1), which is the date agreed to by all parties, and will terminate upon completion of the scope of work for the Project as agreed to by the parties herein and as referenced in the attached Exhibit "A".

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. Further, this Job Task Order does not waive the parties' responsibilities and obligations as provided for under the Agreement.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties on this 1st day of October, 2024.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis, City Attorney

BROWNSTONE CONSULTANTS, LLC.

BY:_____
Carlos Del Angel, CCM, PMP
Managing Partner
P.O Box 3898
McAllen, Texas 78505
Phone: (956) 802-9979
Email: carlos@bstone.biz

Attachments: **Exhibit "A" Proposal of Job Task Order 1**
Exhibit "B" Agreement
Exhibit 'C" Certificate of Insurance

EXHIBIT "A"

BROWNSTONE
CONSULTANTS

September 3, 2024

City of Edinburg
Myra L. Ayala
City Manager
415 W. University Dr.
Edinburg, TX 78539

Re: Edinburg Downtown Parking Garage and Retail Center – Brownstone Consultants LLC Proposal for Construction Management Services

Dear Ms. Ayala:

We are pleased to submit our revised proposal to provide project management services to the City of Edinburg for the **Edinburg Downtown Parking Garage and Retail Center** Project. This proposal indicates our interest and commitment to providing the City of Edinburg with proven management support in a manner that fully meets your unique needs. We are committed to working closely with the City of Edinburg staff and other key project stakeholders to ensure a successful project outcome. ***The proposal presented is for Phase I, the pre-design phase of the project, and we estimate a five-month duration for this phase. The scope of services for the subsequent phases is detailed in Exhibit A, Scope of Services to be Provided by Consultant.***

The Brownstone team has extensive experience managing large capital improvement projects for local government clients. We have developed our approach to managing projects called the SPE Approach: Strategize, Plan, and Execute Approach. This unique approach allows us to strategize with owners to understand their needs, goals, and objectives. Develop a plan to meet those needs, goals, and objectives. Then, execute the plan while managing the four cornerstones of every project: scope, time, budget, and quality. We leverage our approach with technology to centralize all project communication into a single application, eliminating multiple silos of data and streamlining the flow of information. This approach ensures transparency and allows the provision of reports to staff and executives in hours instead of days. ***It is imperative to engage us as soon as possible to assist in making cost-effective decisions early in a project to have the most influence on cost. In addition, we pride ourselves on providing quantifiable value to our clients, which we track throughout the project and will pay for our fees several times over.***

We take pride in our ability to deliver the highest level of service to our clients and understand the importance of dependability in building long-lasting relationships. Our team is dedicated to ensuring your needs are met with the utmost care and attention to detail. Our commitment to excellence sets us apart, and we look forward to serving you.

Sincerely,

Carlos Del Angel, PMP, CCM
Managing Partner
Brownstone Consultants, LLC

BROWNSTONE CONSULTANTS

PROPOSAL

Brownstone Consultants LLC is pleased to submit its proposal to provide Construction Management Services for the **Edinburg Downtown Parking Garage and Retail Center** in Edinburg, Texas. This proposal is based on the following project assumptions.

ASSUMPTIONS & CLARIFICATIONS

1. ERO is the existing architect of record. ERO has presented a proposal for redesigning the parking garage that will be presented to the City Council.
2. The scope presented as Exhibit A is based on a design-build delivery method.
3. The project's current construction budget is $6.2M. However, an additional $2M may be available.
4. The proposed initial project duration for Brownstone activities is five (5) months. This is for the design-build procurement phase (pre-design phase).
5. The proposal is based on a start date of October 1, 2024. Both parties will mutually agree upon the actual start date.

SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

Refer to Exhibit A for Brownstone's Scope of Services.

SCOPE OF SERVICES TO BE PROVIDED BY OWNER

Refer to Exhibit B for the Owner's Scope of Services.

BROWNSTONE EXECUTION SCHEDULE

Refer to Exhibit C for the Project Execution Plan.

BASE FEE TOTAL

Stipulated Sum Fee of ***Fifty-Eight Thousand Three Hundred Twenty Dollars and 00/100 ($58,320.00).***

The stipulated sum will be invoiced in five (5) equal monthly installments of Eleven Thousand Six Hundred Sixty-Four Dollars and 00/100 ($11,664.00).

Please refer to Exhibit D (Standard Labor Rates) and Exhibit D-1 (Staffing Plan).

ADDITIONAL SERVICES

Any services not stated in this proposal will constitute an additional service and be billed at our hourly fee schedule (reference Exhibit D) or by separate proposal. The City of Edinburg must approve all additional services in writing before they are performed.

BROWNSTONE CONSULTANTS

EXCLUSIONS

This proposal excludes the following services:

- Architectural or Engineering Design Services
- Site Surveys and Platting
- Construction Materials Testing
- Environmental and Geotechnical Testing
- Commissioning

Should you have any questions regarding this proposal, please call me at (956) 307-3057.

Sincerely,

Carlos Del Angel, PMP, CCM
Managing Partner

EXHIBIT A – SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

Phase I - Pre-Design Phase (5 Months) – This is the scope of work included in the attached proposal. The subsequent phases

are shown for informative purposes only, and the associated fee for those services will be negotiated at the appropriate time.

Brownstone Consultants will provide services for the City of Edinburg Parking Garage project before the start of construction as follows:

1. Confirm the Owner's goals and guidelines for the project scope and implementation, including aesthetics, functional parameters, and presence within the community.
2. Become familiar with the project's financial goals and ensure they are aligned with Owner expectations. Specifically, confirm construction cost for inclusion in scope target communication.
3. Assist the City in structuring a Design-Build project delivery solicitation to control the budget and achieve scope definition.
4. Develop the design-build design criteria package for inclusion in the solicitation in collaboration with the City. This would include review and evaluation, as well as negotiating with the best value respondent for the City.
5. In collaboration with legal counsel, recommend legal and contractual agreements and language for incorporation in contract execution with the successful respondent.
6. Confirm that the design professionals identified as part of the proposed team have been selected as part of the State of Texas Qualification-Based Selection Process.
7. Assist the City in developing and reviewing the Notice of Intent to Award to the successful Design-Build contractor.
8. Align communication and documentation software with all parties and mutually agree on the system.
9. Confirm third-party quality assurance consultants required for Construction and Material Testing.
10. Discuss site access with the City and contractor for logistics affected by limited constraints.

Phase II - Design Phase (4 Months) - Brownstone Consultants will provide services for the City of Edinburg Parking Garage project for the design phase as follows:

1. Bi-Weekly Design Phase – Brownstone will schedule bi-weekly design meetings with the design-build team and other project stakeholders. Brownstone will assist in developing meeting documentation, including but not limited to agendas, exhibits, and minutes. All meeting documents will be logged in the Project Management Information System.
2. Oversight and Management of Design Team – Brownstone will guide, oversee, and manage the design-build team throughout the development of the design package. Brownstone will coordinate other project consultants with the design team to ensure the Owner's imperatives are incorporated into the final construction documents.
3. Review of Design Documents – Brownstone will continually review the construction documents before the issuance of the notice-to-proceed for construction.
4. Review of Architect and other Project Consultant Invoices – Brownstone will receive, review, and recommend approval of all project invoices prior to distribution to the City.

EXHIBIT A – SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

Phase III - Construction Phase (12 Months) – Brownstone Consultants is proposing the following scope of services for the construction phase of the City of Edinburg Parking Garage project.

1. Conduct Partnering Session simultaneously with kick-off session.
2. Update the Engineering Department monthly on the status of the project based upon mutually agreed format.
3. Monitor site records for shop drawings, shop drawings logs, RFI logs, deficiency logs, Change Order logs, Proposal Change logs, and ASI logs.
4. Monitor the Contractor Schedule and advise the City of construction schedule slippage and work with City personnel to bring the project back to schedule.
5. Review the contractor's pay applications with the City, Architect and Contractor to confirm compliance with work in place.
6. Attend site meetings as necessary and bi-weekly AOC meetings.
7. Evaluate requests for proposed changes and change orders and make recommendations to City personnel and the Architect.
8. Conduct pre-installation meetings with the contractor and subcontractors.
9. Review as-built drawings and completeness of all close-out documentation, warranties, and guarantees for conformance with specifications requirements.
10. Perform a constructability review of contract documents with the city and Architect and provide a cost analysis of potential cost savings and possible time impact on the completion date.
11. Perform a cost analysis of each change order issued and challenge the contractor's pricing if necessary.
12. Coordinate Independent Testing Firm's Activities & Assist in Procurement of these firms (Test & Air Balance, Material Testing, Commissioning, etc.)
13. Review the results of the Owner-provided Independent Testing Firm for Compliance with Construction Documents.
14. Coordinate Vendors under Separate Contracts to Owner (Security, Data, Voice, Furniture, etc.)
15. Assist in Managing Construction Contracts and General Conditions.
16. Manage overall information flow during construction through the Project Management System.
17. Oversee turnover of all certification documentation.
18. Coordinate training of facility maintenance staff for familiarization with all systems.
19. Review all contractual and warranty obligations for compliance with all documents such as operations and maintenance manuals.
20. Assist in developing a tickler file of all warranty deadlines for each project.
21. Coordinate Reviews of Warranty items after a thirty (30) day period.
22. Provide post-occupancy evaluation of facility prior to the warranty expiration (One-Year)

The Construction Phase shall be considered complete when the Project has been finally accepted under the contract and final payment authorized to the contractor.

Post-Construction & Closeout Phase (2 months) – Brownstone Consultants will provide services for the City of Edinburg Parking Garage project after substantial completion and prior to final completion as follows:

1. Oversee turnover of all certification documentation.
2. Coordinate training of facility maintenance staff for familiarization with all systems.
3. Review all contractual and warranty obligations for compliance with all documents such as operations and maintenance manuals.
4. Assist in developing a tickler file of all warranty deadlines for each project.
5. Coordinate Reviews of Warranty items after a thirty (30) day period.
6. Coordinate post-occupancy evaluation of facility with design team prior to the warranty expiration (One-Year).

Consultant's Additional Services

Advance Authorization Required - If authorized in writing by the Owner, the Consultant shall furnish or obtain from others Additional Services of the types listed below.

1. Prepare applications for governmental approvals.
2. Make measured drawings of or investigate existing conditions or facilities.
3. Perform services resulting from significant changes in scope, extent, or character.
4. Undertake investigations and studies in addition to those specified in Basic Services.
5. Furnish services attributable to more than one prime contract.
6. Perform services during out-of-town travel required of the Consultant other than for visits to the site or Owner's office.
7. Project Commissioning after final completion.
8. Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY OWNER

In addition to other responsibilities of the Owner, as set forth in the Agreement, the Owner shall:

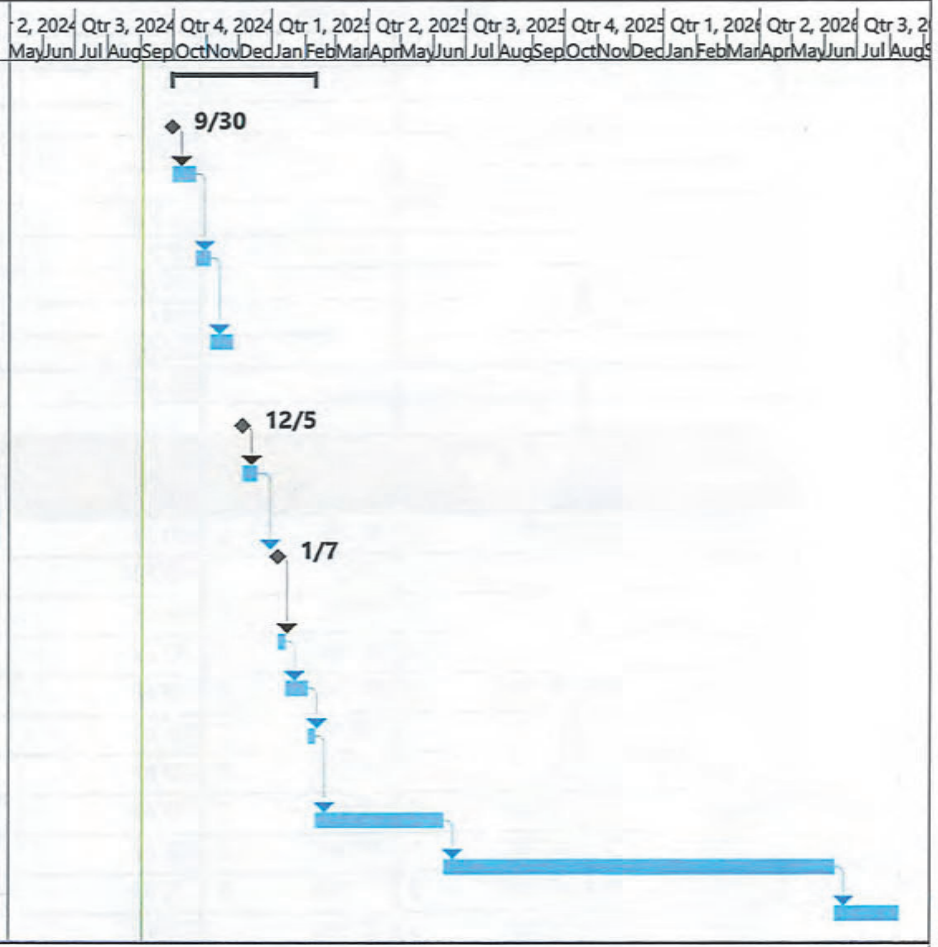
1. Provide the Consultant with information as to the Owner's requirements for the project, including design objectives and constraints, space, capability, and performance requirements, security needs, flexibility, expandability, and budgetary limitations.

2. Furnish copies of the Owner's standard forms, conditions, and related documents for inclusion in the project, when applicable.

3. Furnish Consultant any other available information pertinent to the Project, including any reports and data relative to previous design efforts, or investigations at or adjacent to the Site.

EXHIBIT C
EDINBURG DOWNTOWN PARKING GARAGE & RETAIL CENTER
EXECUTION PLAN / PROJECT SCHEDULE - PHASE I

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Pre-Design**	**134 days**	**Mon 9/30/24**	**Mon 2/10/25**
2		City Kick-off Meeting	0 days	Mon 9/30/24	Mon 9/30/24
3		Develop Design-Build Criteria Package	22 days	Mon 9/30/24	Mon 10/21/24
4		Finalize Design-Build Solicitation	14 days	Tue 10/22/24	Mon 11/4/24
5		Advertise Design Build Solicitation	21 days	Tue 11/5/24	Mon 11/25/24
6		Receive DB Responses	0 days	Thu 12/5/24	Thu 12/5/24
7		Review, Analyze, & Rank Responses	14 days	Thu 12/5/24	Wed 12/18/24
8		Present Recommendation to City Council	0 days	Tue 1/7/25	Tue 1/7/25
9		Issue Notice of Award	7 days	Tue 1/7/25	Mon 1/13/25
10		Negotiate & Execute Contract	21 days	Tue 1/14/25	Mon 2/3/25
11		Issue Notice-to-Proceed (Design)	7 days	Tue 2/4/25	Mon 2/10/25
12		Design	120 days	Tue 2/11/25	Tue 6/10/25
13		Construction	365 days	Wed 6/11/25	Wed 6/10/26
14		Post Construciton & Closeout	60 days	Thu 6/11/26	Sun 8/9/26



Project: Exhibit C - Schedule
Date: Tue 9/3/24

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

BROWNSTONE CONSULTANTS

EXHIBIT D - LABOR RATE SCHEDULE

Labor Category / Personnel	Base Rate	2024 Contract Rate	2025 Contract Rate	2026 Contract Rate
Principal in Charge / Executive	$ 104.00	$ 289.22	$ 295.01	$ 300.91
Senior Construction Manager (PE/PMP/AIA)	$ 86.50	$ 240.56	$ 245.37	$ 250.27
Construction Manager (CCM)	$ 72.00	$ 200.23	$ 204.24	$ 208.32
Assistant Construction Manager	$ 58.00	$ 161.30	$ 164.52	$ 167.81
Project Engineer	$ 44.00	$ 122.36	$ 124.81	$ 127.31
Sr. Construction Inspector	$ 43.50	$ 120.97	$ 123.39	$ 125.86
Construction Inspector	$ 36.00	$ 100.12	$ 102.12	$ 104.16
Record Keeper	$ 32.00	$ 88.99	$ 90.77	$ 92.59
Unmanned Aircraft System (UAS) Pilot - Drone	$ 30.00	$ 83.43	$ 85.10	$ 86.80
Project Control Specialist	$ 28.00	$ 77.87	$ 79.43	$ 81.01
Admin/Clerical	$ 22.00	$ 61.18	$ 62.41	$ 63.65
Direct Expenses	**Rate**			
Travel				
Lodging (per night)	$ 150.00			
Per Diem (Meals)	$ 60.00			
Airfare	**Cost**			
Car Rental (per day)	$ 60.00			
Parking	**Cost**			
Mileage (per mile)	$ 0.655			
Copies				
8.5 x 11 (per sheet)	$ 1.00			
11 x 17 (per sheet)	$ 2.00			
Overnight Mail (EA)	$ 25.00			
Unmanned Aircraft System (UAS) Flight - Drone (per hour)	$ 250.00			

Contract Rates include labor, overhead, and profit. Once rates are negotiated, they are not subject to change or adjustment.

Construction Management Services - Fee Proposal - Brownstone

Direct (Billable) Hours / Year	2000
Annual Hourly Rate Increase	2.0%
Hours per Month	168

Construction Management Team	
Role	Rate 2024
Principal in Charge / Executive	$ 289.22
Senior Project Manager (PMP/PE/AIA)	$ 240.56
Project Manager (CCM)	$ 200.23
Assistant Project Managers/Engineers	
Assistant Project Manager	$ 161.30
Project Engineers	$ 122.36
Support Team	
Sr. Construction Inspector	$ 120.97
Construction Inspector	$ 100.12
Record Keeper	$ 88.99
Unmanned Aircraft System (UAS) Pilot - Drone	$ 83.43
Project Control Specialist	$ 77.87
Admin/Clerical	$ 61.18

FEE SUMMARY		
Year	Hours	CM Fee
2024	240	$ 49,124
2025	40	$ 9,196
2026	-	$ -

Sub-Total Billable Hourly Fee	$ 58,320

DIRECT EXPENSES		
TYPE	UNIT	TOTAL
Utility Vehicle	month	
Drone Flights	hour	
mileage	mile	
Sub-Total Direct Expenses		$ -
Total		$ 58,320

2024

Role	Rate	Jan-24 FTE	Feb-24 FTE	Mar-24 FTE	Apr-24 FTE	May-24 FTE	Jun-24 FTE	Jul-24 FTE	Aug-24 FTE	Sep-24 FTE	Oct-24 FTE	Nov-24 FTE	Dec-24 FTE	Total Hrs	Amount
Senior Project Manager (PMP/PE/AIA)	$ 240.56									60.00	60.00	40.00	32.00	192	$ 46,188
Project Manager (CCM)	$ 200.23													-	$ -
Admin/Clerical	$ 61.18									16.00	16.00	8.00	8.00	48	$ 2,937
Total		-	-	-	-	-	-	-	-	76.00	76.00	48.00	40.00	240	$ 49,124
		Avg. Monthly Hours/Billing												60	$ 12,281
			-	-	-	-							9,622		

2025

Role	Rate	Jan-25 FTE	Feb-25 FTE	Mar-25 FTE	Apr-25 FTE	May-25 FTE	Jun-25 FTE	Jul-25 FTE	Aug-25 FTE	Sep-25 FTE	Oct-25 FTE	Nov-25 FTE	Dec-25 FTE	Total Hrs	Amount
Senior Project Manager (PMP/PE/AIA)	$ 245.37	32.00												32	$ 7,852
Project Manager (CCM)	$ 204.23													-	$ -
		8.0												8	1,344
Total		40.00	-	-	-	-	-	-	-	-	-	-	-	40	$ 9,196
		Avg. Monthly Hours/Billing												40	$ 9,196
		9,815	-	-	-	-	-	-	-	-	-	-	-		

2026

Role	Rate	Jan-26 FTE	Feb-26 FTE	Mar-26 FTE	Apr-26 FTE	May-26 FTE	Jun-26 FTE	Jul-26 FTE	Aug-26 FTE	Sep-26 FTE	Oct-26 FTE	Nov-26 FTE	Dec-26 FTE	Total Hrs	Amount
Senior Project Manager (PMP/PE/AIA)	$ 250.28													-	$ -
Project Manager (CCM)	$ 208.32													-	$ -
														-	$ -
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
		Avg. Monthly Hours/Billing												-	$ -
		-	-												

EXHIBIT “B”

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND BROWNSTONE CONSULTANTS, LLC FOR PROJECT MANAGEMENT SERVICES PURSUANT RFQ NO. 2024-001**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **BROWNSTONE CONSULTANTS, LLC.** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

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 11th day of January 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:

Omar Ochoa Law Firm, P.C.

BY:_____

Omar Ochoa, City Attorney

BROWNSTONE CONSULTANTS, LLC.

BY:_____

Carlos Del Angel, CCM , PMP
Managing Partner
P.O Box 3898
McAllen, Texas 78505
Phone: (956) 802-9979
Email: carlos@bstone.biz

Attachments: **Exhibit "A" RFQ 2024-001, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A"

BROWNSTONE
CONSULTANTS

THE CITY OF EDINBURG
TEXAS

Sealed Proposal for 2024 Project Management Services

RFQ No: 2024-1

Project Management Services / Construction Management Services

Opening Date:

Tuesday, December 12, 2023 Opening Time 3:00 pm

BROWNSTONE
CONSULTANTS

"Empowering Excellence Through Service"

December 12, 2023

Mardoqueo Hinojosa, P.E.
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, TX 78539

Re: Transmittal Letter for Request for Qualifications No: 2024 – 1 for Project Management Services

Dear Mr. Hinojosa,

We are pleased to submit our statement of qualifications to serve the City of Edinburg for Project Management Services. This letter indicates our interest and commitment to providing the City of Edinburg with proven management support in a manner that fully meets your unique needs. I will be the primary point of contact for all correspondence and communications pertaining to the RFQ and David Chacon will be the secondary point of contact. In addition, we have received all addenda, and their content has been considered and included in our response.

Our mission at Brownstone is to lead with unwavering commitment to customer service. We prioritize the fusion of leadership, trust, and competency to deliver superior results. We strive to cultivate trust through transparent communication, lead with innovation, and uphold the highest standards of integrity. Our dedication lies in surpassing client expectations, fostering lasting relationships, and creating a legacy built on reliability and excellence in every project we undertake.

Brownstone has extensive experience managing capital improvement projects in South Texas for municipalities, counties, K-12 school districts, and non-profit organizations. This experience makes us well-suited to provide the scope of services outlined in the RFQ. Our response will detail our methodology, best practices, and provide the context of their value to the City of Edinburg.

We take pride in our ability to deliver the highest level of service to our clients, and we understand the importance of dependability in building long-lasting relationships. Our team is dedicated to ensuring that your needs are met with the utmost care and attention to detail. We believe that our commitment to excellence sets us apart from the competition, and we look forward to the opportunity to serve you.

Sincerely,

Carlos Del Angel, CCM, PMP
Managing Partner
carlos@bstone.biz
Brownstone Consultants, LLC
(956) 802-9979

David Chacon, PE, CCM, CFM
Director of CEI Services
david@bstone.biz
Brownstone Consultants, LLC
(956) 429-9033

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PROPOSAL

- Overall Qualifications of Team
- Previous Experience with the City of Edinburg
- Ability to Meet Schedules & Deadlines
- Stability and References

REQUIRED DOCUMENTS APPENDICES (Not to be included in the 30 page limit)

- Professional Certifications & Licenses
- Conflict of Interest
- General Questionnare
- Litigation Disclosure Form
- House Bill 89 Verification
- Senate Bill 13 Verification
- Senate Bill 19 Verification
- The City of Edinburg Non-collusion Affidavit
- Certificate of Interested Parties (Form 1295)
- Professional Services Agreement Form

OVERALL QUALIFICATIONS OF TEAM

BROWNSTONE CONSULTANTS
P.O. Box 3898 | McAllen, TX 78505
956.307.3057

Overall Qualifications of the Team

Firm Experience & History

Brownstone Consultants, LLC (Brownstone) is a McAllen, Texas based, minority owned (ESBE, HABE, MBE, SBE, WBE) project management firm established in 2019. Our team is staffed with project management professionals (PMP), construction management professionals (CCM), civil engineers (PE), and registered architects (AIA) that have the technical expertise and industry experience to deliver the scope of services identified on a project-by-project basis. Furthermore, we understand these projects may include, but are not limited to, alterations and additions to existing facilities, renovations, site improvements, new construction, facility demolition, utility upgrade and improvements, electrical system upgrades, mechanical system upgrades, and plumbing system upgrades. ***Brownstone was developed to serve Owner's and we strive to cultivate trust through transparent communication, lead with innovation, and uphold the highest standards of integrity.***

Historically Underutilized Business (HUB) Certification Number – 222127710 (Expires 12/2024)

- WBE - Woman Business Enterprise
- SBE – Small Business Enterprise
- MBE – Minority Business Enterprise
- HABE – Hispanic American Business Enterprise
- ESBE – Emerging Small Business Enterprise

Brownstone has provided exceptional project management services since its inception and its staff has 100 years of combined experience in the management, oversight, and construction administration of local, state, and federally funded capital improvement projects. Offering a diverse set of services, our team has grown by providing experienced professionals and creative solutions on a variety of projects. Below is a summary of recently completed projects and projects currently in progress. ***All projects listed in the table were performed for local governmental agencies over the last two years.***

Services	Project Type	Construction Cost:
Project & Construction Management	Local Government Facilities & Infrastructure	$112M
	Water/Wastewater Infrastructure	$40M
	Broadband	$58M
	Bridge & Roadway	$68M
	TOTAL:	$278M

*Please refer to section 2 – Previous Experience with the City for a complete list of projects.

We feel we are uniquely qualified to best perform the scope of services outlined for the City of Edinburg because we are:

- skilled in managing complex, multi-agency construction projects through all phases of project development.

- Proactive management approach focused on communication. This allows us to address minor issues and resolve them before they become problems.
- registered engineering firm with the state of Texas (Firm No.23250)
- Understand the requirements of working with local governmental agencies.
- Versed in financial compliance when using federal or state funds (TxDOT, TWDB, ARPA, FHWA, etc.)
- Understand how to access various funding mechanisms at the local, state, and federal levels.
- Understand both traditional and alternate delivery methods including CMAR and Design-Build.
- Have a strong local presence.
- Statewide Network of specialty sub-consultants including parking garage specialists, commissioning, safety, estimators, schedulers, etc.
- Knowledge of the region, including ongoing projects within the City of Edinburg.
- Cultivated a culture that adheres to our core values of trust, integrity, and leadership.
- Locally owned and staffed. Many staff members are products of UTRGV.
- Have successfully executed various types of construction projects including vertical, infrastructure, heavy civil, land development, and turnkey city-wide broadband.
- Staffed with multi-disciplined professionals.
    - Project Management Professionals (PMP)
    - Certified Construction Managers (CCM)
    - Professional Engineers (PE)
    - Registered Architects (AIA)
    - Certified Floodplain Manager (CFM)

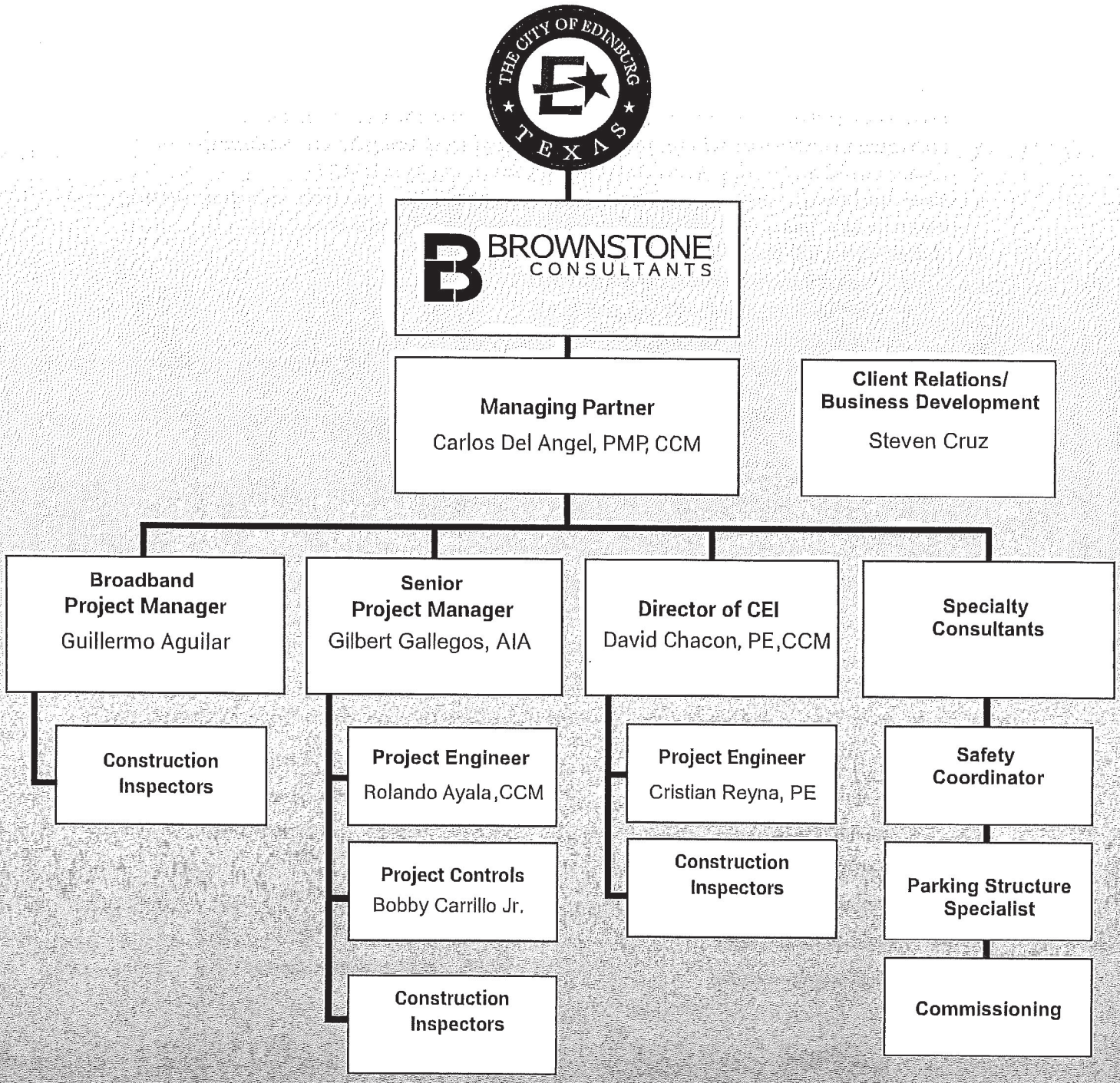
Office Location & Small Assignment Staffing Needs

All services provided for this assignment will be handled out of our McAllen, Texas office location. Our office is centrally located at 2205 N Jackson Rd, McAllen, TX 78501. From this location, we are able to respond to city requests quickly, attend to any issues that arise in the field, and attend in-person meetings on short notice.

Brownstone is staffed with multi-disciplined professionals in both the design and construction of vertical and horizontal projects. We are a boutique firm ***that is both agile and versatile and can assist the city in staff augmentation when needed for any sized project***. In addition to the accreditations and certifications that our staff holds, below are the roles the Brownstone can fulfill to augment the City of Edinburg's staff.

- Registered Architect
- Professional Construction Engineer
- Professional Transportation Engineer
- Sr. Project Manager
- Project Manager
- Assistant Project Manager
- Sr. Construction Inspector
- Construction Inspector
- Project Control Specialist
- Licensed Unmanned Aircraft Systems (UAS/Drone) Pilot
- Utility Coordinator
- Safety Coordinator
- Administrative Support

Brownstone Team Organizational Chart:



JUAN CARLOS DEL ANGEL, PMP, CCM

Managing Partner

Years of Experience	Education	Certifications
Total: 21	Bachelor of Science, Construction Science *Texas A&M University*	Project Management Professional (PMP) Certified Construction Manager (CCM)

Mr. Del Angel brings more than 20 years of construction and project management experience to the team with an emphasis on project administration and delivery. Throughout his project management career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully managing programs over $100M in the public, industrial, and multi- family sectors. His strengths include project planning and scheduling, budget development, verification and gap identification, and quality audits to enhance project efficiency and reduce duration. Mr. Del Angel completed his studies at Texas A&M University with a B.S. in Construction Science and a minor in Business.

Relevant Project Experience

- *Hidalgo County | CDBG-CV Health Facility Improvements | $7M | Edinburg, TX*
- *Hidalgo County | El Paraiso Project | $8.9M | Alton, TX*
- *Hidalgo County | Hidalgo County Courthouse Phase II | $10M | Edinburg, TX*
- *Hidalgo County Drainage District No. 1 | 2018 Drainage Bond Program | $190M | Hidalgo County TX*
- *City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX*
- *UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX*
- *City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX*
- *City of Pharr | Donations Acceptance Program (DAP15) Pharr International Bridge Upgrades | $8.2M | Pharr, TX*
- *City of Pharr | Pharr International Bridge Expansion Project | $68M | Pharr, TX*
- *City of Pharr | Donations Acceptance Program (DAP16) Pharr International Bridge Upgrades | $42M | Pharr, TX*

GILBERT GALLEGOS, AIA

Senior Project Manager

Years of Experience
Total: 45

Education
Bachelor of Science: Environmental Design
Texas A&M University

Certifications
State of Texas Registered Architect #12864

Mr. Gallegos brings 45 years of construction and project management experience to the team with an emphasis on project administration and delivery. Throughout his project management career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully managing programs over $1B in the public, industrial, and multi-family sectors. His strengths include strategic initiatives, project planning, design, coordination of projects, and providing leadership for Owners through the entire project development process.

Relevant Project Experience

- *City of Edinburg Downtown Revitalization Plan | Edinburg, TX*
- *Edinburg Consolidated Independent School District Bond Program | $112M | Edinburg, TX]*
- *South Texas Community College (Two Bond Programs) | $259.8M | Rio Grande Valley*
- *City of McAllen Convention Center | $50M McAllen, TX*
- *Texas Southmost College | $68M | Brownsville, TX*
- *Congress Center 11 Story Parking Garage | $15.5M | Austin, TX*
- *The University of Texas RGV (Edinbug Campus) Various Projects | $86.6M | Edinburg, TX*
- *Roma Independent School District, Elementary #7 | $19.7 | Roma, TX*
- *Tropical Texas Behavioral Clinic, Various Projects | $22.2M | Edinburg, TX*
- *Workforce Solutions, One-Stop Centers Various Location | Edinburg, TX $15M*

GUILLERMO AGUILAR

Project Manager

Years of Experience
Total: 20

Education
Bachelor of Arts, International Studies
Texas A&M University

Mr. Mr. Aguilar brings more than 20 years of project management experience to the team with an emphasis on project administration and operations. Throughout his project management and construction career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully completing projects more than $90M in the public, industrial, and multi-family sectors. His strengths include project planning and scheduling, document control, value engineering, operational oversight, and subcontractor relationship management.

Relevant Project Experience

- *City of Pharr | CMAR Program | $19M | Pharr, TX*
- *City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX*
- *UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX*
- *City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX*
- *City of Pharr | City Hall First Floor Renovation | $3.4M | Pharr, TX*

DAVID M. CHACÓN, PE, CCM, CFM

Director of CEI

Years of Experience	Education	Certifications
Total: 9	Bachelor of Science, Civil Engineering, *University of Texas, RGV*	Professional Engineer (P.E.) Certified Construction Manager (CCM) Certified Floodplain Manager (CFM)

Mr. Chacón is the Director of the Construction Engineering & Inspections (CEI) Department. He has over 9 years of experience in construction engineering, project management and structural and civil design. His professional experience includes overseeing all phases of construction and infrastructure projects in both public and private sectors. He has participated as a project manager in various public, infrastructure, industrial, commercial, and multi-family projects with values of up to $80M. His experience includes project planning, management, engineering design, technical review, quality assurance and construction oversight. Mr. Chacón completed his studies at the University of Texas Rio Grande Valley with a Bachelor of Science in Civil Engineering and earned his Professional Engineer (P.E.) license thereafter.

Relevant Project Experience

- *Hidalgo County | El Paraiso Project | $8.9M | Alton, TX*
- *City of Pharr | Pharr International Bridge Expansion Project | $68M | Pharr, TX*
- *City of Pharr | Donations Acceptance Program (DAP16) Pharr International Bridge Upgrades | $42M | Pharr, TX*
- *City of Pharr | Fire Station No. 1 | $6M | Pharr, TX*
- *TxDOT/GSA | Border Safety Inspection Facility | $28M | Pharr, TX*
- *TxDOT/City of Pharr | Pharr International Bridge Northbound Lane & 2nd BSIF Exit | $7.4M | Pharr, TX*
- *TxDOT | US-83 Relief Route Phase I | $80M | La Joya, TX*
- *Rio Hondo Independent School District | Rio Hondo Middle School | $20M | Rio Hondo, TX*
- *South Texas Health System | McAllen Medical Center | $40M | McAllen, TX*

ROLANDO AYALA

Project Engineer

Years of Experience
Total: 5

Education
Bachelor of Science, Civil Engineering,
University of Texas RGV

Certifications
Certified Construction Manager (CCM)

Mr. Rolando Ayala is an accomplished and results-driven project manager with more than 5 years of experience in the project management, construction, and supervision of private and public multi-million-dollar projects. Dedicated, time-line driven employee with a proven ability to successfully manage simultaneous projects. I bring forth expertise in building requirements, inspections, regulations, and quality control management for every project

Relevant Project Experience

- *City of Pharr | 2nd BSIF Exit | $7.4M | Pharr, TX*
- *City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX*
- *UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX*
- *City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX*
- *City of Pharr | City Hall First Floor Renovation | $68M | Pharr, TX*
- *UTRGV | Nursing Center | $9M | 60,000 SF | Pharr, TX*
- *Harlingen CISD | Treasure Hills Elementary Phase II | $8M | Harlingen, TX*
- *City of Brownsville/SPI International Airport Hangar | $1.8M | Brownsville, TX*

PREVIOUS EXPERIENCE WITH THE CITY OF EDINBURG

Although Brownstone Consultants has not worked directly with the City of Edinburg, some of our senior staff members have extensive experience working inside the Edinburg City limits. Their expertise in this area can be attributed to their involvement in various projects that required them to work closely with stakeholders from the City of Edinburg. As a result, our team has gained a deep understanding of the unique challenges and opportunities that the City of Edinburg faces and is well-equipped to provide innovative solutions to address them. Please refer to the list below for the projects our staff has worked on.

- *City of Edinburg Downtown Revitalization Plan*
- *Edinburg Consolidated Independent School District Bond Program*
- *The University of Texas RGV (Edinbug Campus) Various Projects*
- *Tropical Texas Behavioral Clinic, Various Projects*
- *Workforce Solutions, One-Stop Centers Various Location*
- *Hidalgo County | CDBG-CV Health Facility Improvements*
- *Hidalgo County | Hidalgo County Courthouse Phase II*

In addition to our team's extensive experience working with stakeholders from the City of Edinburg, we have also collaborated with various municipalities and government agencies on a range of projects. Our team has worked on projects related to infrastructure development, community engagement initiatives, health clinics, educational facilities, and public sector reforms, among others. Please refer to the list below for some of our recent projects with local municipalities and government agencies.

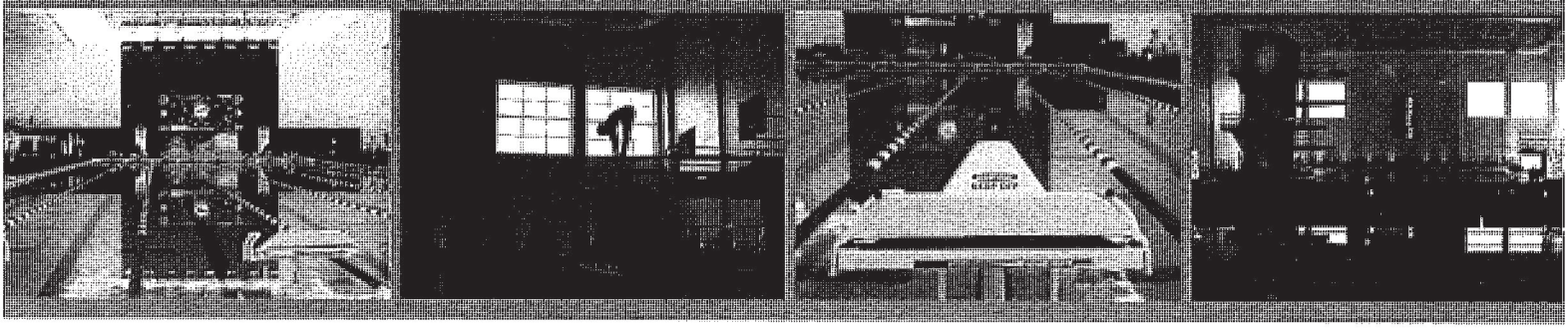
"Empowering Excellence Through Service"

City of Pharr / UTRGV Natatorium

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 72,796-square-foot aquatic facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $25.0M

Reference: City of Pharr – **Mr. Ed Wylie**, *City Manager* – **Phone: (956) 402-4000**

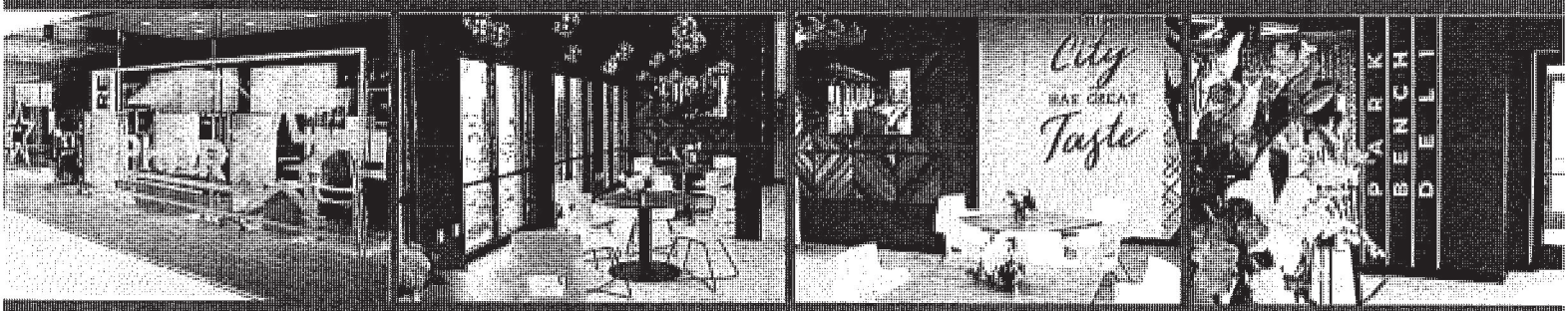


City of Pharr 1st Floor Renovation

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of their new 1st floor renovation. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $2.3M

Reference: City of Pharr – **Mr. Ed Wylie**, *City Manager* – **Phone: (956) 402-4000**

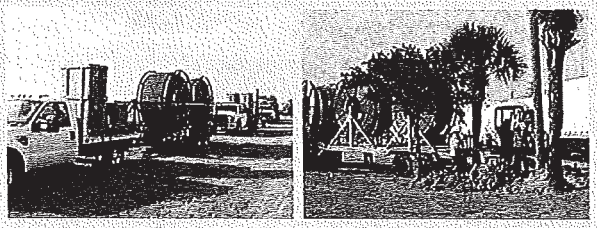


BROWNSTONE CONSULTANTS
P.O. Box 3898 | McAllen, TX 78505
956.307.3057

TeamPharr.net City-Wide Fiber Optic Distribution Project

Scope: Brownstone has worked with the City of Pharr on a master fiber-optic network plan encompassing the entire municipality. The network consists of an 8-mile 432 strand fiber core and an additional 650 miles of distribution and fabric which will deliver a minimum of 1gb speed to all subscribers.

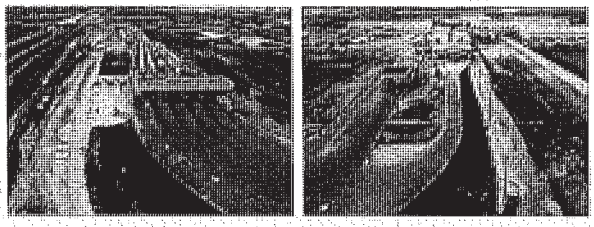
Construction Cost: $54.0M
Reference: City of Pharr **Mr. Ed Wylie**
Title: City Manager
Phone: (956) 402-4000



FY15 DAP Port of Entry North Bound Lane Expansion

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. Along with the standard CM scope, Brownstone was tasked with stakeholder management, and developing and implementing the communication plan. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

Construction Cost: $8.0M
Reference: City of Pharr **Mr. Ed Wylie**
Title: City Manager
Phone: (956) 402-4000



Hidalgo County / CDBG-CV Health Facility Improvements

Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot Bio-Safety Lab. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $7.0M
Reference: Hidalgo County Health Department **Mr. Eddie Olivarez**
Title: Chief Administrative Officer
Phone: (956) 318-2426

Hidalgo County / Courthouse Phase II Project

Scope: Brownstone was contracted by Hidalgo County to serve as a Construction Manager (CM) to oversee the design and construction of the Courthouse Phase II project which includes the demolition of the existing courthouse, construction of a new ground-level parking facility, construction of a new pedestrian park and plaza (Meander), and modifications to the existing modular buildings

Construction Cost: $10.0M
Reference: Hidalgo County Executive Office, Mr. Roy Quintanilha
Phone: (956) 292-7655 ext. 5614

Hidalgo County / El Paraiso Health Clinic and Community Resource Center (CRC)

Scope: Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 8,000-square-foot Health Clinic and a 5,300-square-foot Community Resource Center. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, and coordination of all special consultants and vendors.

Construction Cost: $7.0M
Reference: Hidalgo County Health Department Mr. Eddie Olivarez
Title: Chief Administrative Officer
Phone: (956) 318-2426

City of Pharr/ Pharr One Building

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new multi-purpose facility. The facility consists of a French garden with a reflection pool, a 12,990 SF facility including computer labs and a lecture hall, and an amphitheater. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $8.0M
Reference: City of Pharr Mr. Ed Wylie
Title: Deputy City Manager
Phone: (956) 402-4000

City of Pharr / TWDB 2020 CWSRF & DWSRF Program

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of multiple water/wastewater projects within the 2020 TWDB CWSRF/DWSRF program. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $40.0M
Reference: City of Pharr **Mr. Ed Wylie**
Title: Deputy City Manager
Phone: (956) 402-4000

City of Pharr / International Bridge Expansion Project

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the construction and assist in the development of the design documents of a new 1.35-mile-long international bridge. Brownstone was tasked with stakeholder management, interagency coordination, budget and schedule review, design document review, and quantities verification during the design phase. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), Federal Highway Administration (FHWA), United States Coast Guards (USCG), International Boundary and Water Commission (IBWC), Texas Historic Commission (THC), and the City of Pharr are involved in this multi-agency project.

Construction Cost: $54.5M
Reference: City of Pharr **Ms. Anali Alanis**
Title: CInterim City Manager
Phone: (956) 402-4000

City of Pharr / FY16 DAP Port of Entry Inspection Facilities

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. The project consists of horizontal and vertical infrastructure inside the federal port of entry. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

Construction Cost: $44.0M
Reference: City of Pharr **Mr. Ed Wylie**
Title: Deputy City Manager
Phone: (956) 402-4000

City of Pharr / Fire Station No. 1 Project

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot fire station. Brownstone was tasked with the management of the design team, conducting value-engineering workshops, utility relocation coordination, construction contract administration, change order management, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $6.0M

Reference: City of Pharr Mr. Ed Wylie

Title: Deputy City Manager

Phone: (956) 402-4000

ABILITY TO MEET SCHEDULES AND DEADLINES

BROWNSTONE CONSULTANTS
P.O. Box 3898 | McAllen, TX 78505
956.307.3057

Effectively managing time is crucial for high-performance teams to complete their tasks. As a project manager or team leader, it is essential to adopt time and scheduling strategies that help you meet deadlines and deliver projects on time. You can start by analyzing your thought process, behavior, and interactions with the team to determine which strategies to choose.

Here are some ways that **Brownstone Consultants** can help you manage your time and schedule:

1. Develop a clear project plan
Creating a clear and organized project plan or schedule is one of the most important considerations for effective time management. A precise and well-structured activity plan allows you to visualize the entire timeline of a project and better understand what's necessary for its completion. Brownstone Consultants can help you develop a project plan that outlines all individual tasks, stages, milestones, and deadlines.

2. Learn to communicate effectively with stakeholders
Effective communication is vital for successful project management. Brownstone Consultants can help you establish communication channels that work best for sharing updates, making decisions, and asking for feedback from project stakeholders.

3. Delegate tasks
Delegating tasks to team members is an effective way to manage time. Brownstone Consultants can help you assign tasks to team members based on their skills and capacity. To do this effectively, it's important to use a reporting and progress tracking system that shows who can take on more tasks and what may be lacking.

4. Allow flexibility in your project schedule
Remaining flexible is essential when managing a project. By allowing for flexibility, you can quickly analyze and address any unforeseen issues that arise throughout the duration of a project without extending your deadlines.

5. Determine the duration of each task
Setting a time limit for each task for which your team is responsible can help manage everyone's time during a project. However, it's vital to ensure that you don't engage in means and methods of the contractor's responsibility.

6. Use time and web-based information management tools
Time and web-based information management tools are helpful software programs and systems that simplify communication, information sharing, and file sharing during a project. Brownstone Consultants is familiar with different schedule platforms such as Primavera P6 scheduling software, owner-focused web-based information management systems, and contractor-based construction-taking systems such as Procore.

7. Prioritize tasks
Assigning priorities to assignments is a vital part of effective time management. Brownstone Consultants can help you determine the connections between tasks and prioritize assignments accordingly.

8. Regularly review progress

Reviewing the work that you and your team did at the end of each day, week, or month is crucial for effective time management. Brownstone Consultants can help you identify areas of strengths and weaknesses and prioritize incomplete tasks to ensure that the team completes them on time.

By adopting these time and scheduling strategies, you can effectively manage your time and deliver projects on time work that you and your team did to push the project forward. Focus on the things that went well and identify if there were any weaknesses that you can address before the next project cycle. If you notice that there are any incomplete tasks in the team's queue, you can prioritize them to make sure the team completes them on time.

STABILITY AND REFERENCES

BROWNSTONE CONSULTANTS
P.O. Box 3898 | McAllen, TX 78505
956.307.3057

References

Project: Hidalgo County CDBG – CV Health Facility Improvements
Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot Bio-Safety Lab. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Hon. Ellie Torres
Commissioner Precinct 4
County of Hidalgo
(956) 383-3112

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Bobby Carrillo – Project Control Specialist

Project: City of Pharr / UTRGV Natatorium
Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 72,796-square-foot aquatic facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Dr. Ambrosio "Amos" Hernandez
Mayor
City of Pharr
(956) 402-4100

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Guillermo Aguilar – Project Manager
Rolando Ayala – Project Engineer

Project: Pharr One
Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new multi-purpose facility. The facility consists of a French garden with a reflection pool, a 12,990 SF facility including computer labs and a lecture hall, and an amphitheater. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Ed Wylie
Interim City Manager
City of Pharr
(956) 402-4100

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Guillermo Aguilar – Project Manager
Rolando Ayala – Project Engineer

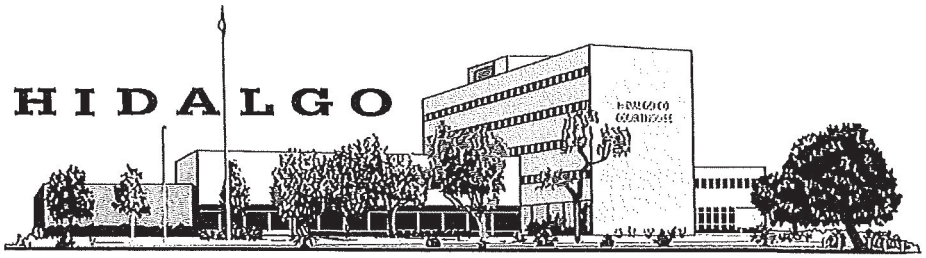
Reference Letters

We have attached reference letters for the three projects aforementioned.

Past Project with the City, or within the City of Edinburg

- City of Edinburg Downtown Revitalization Plan – Gilbert Gallegos, AIA
- Edinburg Consolidated Independent School District Bond Program – Gilbert Gallegos, AIA
- The University of Texas RGV (Edinburg Campus) Various Projects – Gilbert Gallegos, AIA
- Tropical Texas Behavioral Clinic, Various Projects – Gilbert Gallegos, AIA , David Chacon, PE
- Hidalgo County | CDBG-CV Health Facility Improvements - Carlos Del Angel, PMP, CCM, Bobby Carrillo
- Hidalgo County | Hidalgo County Courthouse Phase II - Carlos Del Angel, PMP, CCM, Bobby Carrillo, David Chacon, PE, CCM , CFM, Rolando Ayala, CCM

COUNTY of HIDALGO
ELLIE TORRES
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

December 11, 2023

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: Hidalgo County / Urban County CDBG-CV Health Facility Improvements (Bio-Safety Lab Project)

Dear Mr. Del Angel,

I wanted to take a moment to express my sincere thanks for the exceptional work you and Brownstone Consultants performed on the Bio-Safety Lab project. Your contributions were instrumental in helping us navigate the complexities of the project and ensuring that all regulations were complied with.

I particularly appreciate the following:

- Your guidance in the decision-making process helped us stay on track and make informed choices.
- Your recommendations regarding the structural canopies, which are allowing us to resolve this issue without further delaying the project.
- Your commitment to ensuring that the project remained compliant with all regulations and that the County's ARPA funds were used appropriately.

The Bio-Safety Lab will have a significant impact on the residents of Hidalgo County, and we are grateful for your dedication and professionalism throughout this effort. We look forward to the opportunity to work with you again.

Respectfully submitted,

Ellie Torres

Hon. Ellie Torres
Commissioner Precinct 4
County of Hidalgo

February 24, 2022

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: City of Pharr / UTRGV Natatorium Project

Mr. Del Angel,

Through this letter, thank you for your work and dedication in completing the Natatorium Project. You and your team demonstrated high professionalism throughout the project, especially in assisting the City of Pharr in completing the project in time to host the State of City address.

Moreover, I want to highlight your exceptional leadership in the change management process and managing contingency expenditure funds. Your ability to navigate and resolve unexpected issues while keeping the project on track and within budget is truly commendable. Your team's efforts in ensuring timely and efficient implementation of change requests were much appreciated and helped us achieve our goals.

Thank you again for your hard work and dedication to this project, and we look forward to working with you on future projects.

Respectfully Submitted,

Dr. Ambrosio "Amos" Hernandez
Mayor
City of Pharr

August 09,2023

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: Pharr One Project

Mr. Del Angel,

I am pleased to write this letter of reference for Brownstone Consultants, LLC. Brownstone helped us manage the design and construction of our new Pharr One facility, which is a remarkable addition to the Pharr community. It is designed to provide residents with a unique outdoor gathering space and a state-of-the-art learning facility. The facility boasts a stunning French garden with a reflection pool and an outdoor amphitheater for performances and events.

Mr. Del Angel and his staff helped the City navigate several issues, including COVID-19 pandemic-related supply chain problems that were beyond the control of any team members. Although these supply chain issues delayed the project, Brownstone kept the project on budget and negotiated no additional general condition fees from the contractor.

Brownstone also assisted the City throughout the warranty period, tracking warranty items for timely resolution and conducting six- and eleven-month warranty walkthroughs to ensure outstanding warranty items were addressed before the warranty expiration date.

Thank you for your exceptional work and commitment to this project. We appreciate the dedication and professionalism that Brownstone Consultants, LLC brought to this effort. We look forward to the opportunity to work with you again in the future.

Respectfully Submitted,

Mr. Ed Wylie
Deputy City Manager
City of Pharr

REQUIRED DOCUMENTS
APPENDICES

Project Management Institute

THIS IS TO CERTIFY THAT

Juan C. Del Angel

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Jennifer Tharp | Chair, Board of Directors

PROJECT MANAGEMENT INSTITUTE CORPORATE SEAL PENNSYLVANIA

Pierre Le Manh | President & CEO

PMP® Number: 1960290

PMP® Original Grant Date: 08 September 2016

PMP® Expiration Date: 08 September 2025

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Juan Del Angel

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

25323

CMCI #

D.J. Mason III

CMCI Board of Governors Chair

October 2021

Certification Date

October 2024

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Carlos Del Angel

has successfully completed

Local Government Project Procedures Qualification
#72741

Pharr , TX
July 17-18, 2019
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director

THE AMERICAN INSTITUTE OF ARCHITECTS

DECLARES THAT

Gilbert Gallegos

IS ADMITTED TO ARCHITECT MEMBERSHIP HAVING BEEN FOUND ELIGIBLE

BY AUTHORITY OF THE BOARD OF DIRECTORS

AND IS ENTITLED TO EXERCISE AND ENJOY ALL THE RIGHTS AND PRIVILEGES

OF THIS CATEGORY OF MEMBERSHIP AS PRESCRIBED IN THE BYLAWS.

DATED OCTOBER 2, 2007

PRESIDENT

SECRETARY

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

David Chacon

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

29633

CMCI #

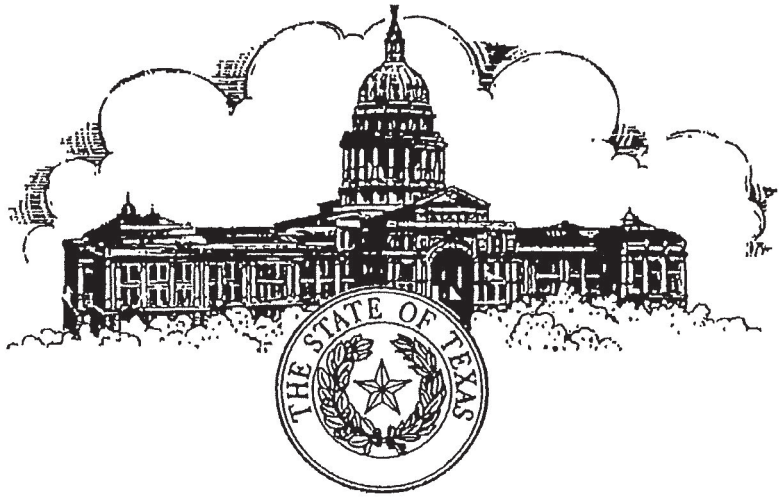
CMCI Board of Governors Chair

May 2022

Certification Date

May 2025

Valid Through



David Marcelo Chacon

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

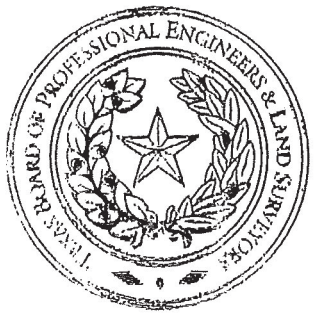
IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

IN WITNESS WHEREOF,

We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 2nd day of August, 2021.



Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

Rolando Rubiano, P.E., Board Secretary

SERIAL NUMBER **141941**

STATE OF TEXAS
DAVID M. CHACON
141941
LICENSED
PROFESSIONAL ENGINEER

THE ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.
AND
TEXAS FLOODPLAIN MANAGEMENT ASSOCIATION

HEREBY RECOGNIZES

David Marcelo Chacon

AS A NATIONALLY ACCREDITED

CERTIFIED FLOODPLAIN MANAGER

For meeting criteria in the area of experience, references, education and training in floodplain management and hazard mitigation. This CFM has passed the Texas National CFM exam which exhibits competency with the basic principles of sound floodplain management as mandated by the National Flood Insurance Program.

CERTIFICATION # 4438-23N

ISSUED: March 2023

Stephanie W. Griffin

Stephanie Griffin, CFM
2023-2025 TFMA President

Wes Birdwell, CFM
TFMA Executive Director

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

David Chacon

has successfully completed

Local Government Project Procedures Qualification
#85056

VIR , TX
November 17-18, 2021
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Rolando Ayala

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

28281

CMCI #

CMCI Board of Governors Chair

September 2022

Certification Date

September 2025

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Rolando Ayala

has successfully completed

Local Government Project Procedures Qualification
#85073

VIR , TX
July 13-14, 2022
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Cassandra Smith, Executive Director

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Brownstone Consultants, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-23250

Expiration Date
2/28/2024

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/12/2023

Company/Vendor Name:

Brownstone Consultants, LLC

Printed Name and Title:

Juan Carlos Del Angel, Managing Partner

Authorized Signatory:

Juan Carlos Del Angel

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Brownstone Consultants, LLC
(Full, correct legal name)

- Address: 2205 N Jackson Rd, McAllen, Texas, 78501
- Telephone/Fax: 956-307-3057
- Email address: carlos@bstone.biz

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

3.

Yes____ No_X_

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

4. Where is the Company's corporate headquarters located? McAllen,Texas

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

4.

Yes____ No_X_

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

_____ (years) _____ (months)

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

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

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

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

Name: Juan Carlos Del Angel
Address: 2205 N Jackson Rd. McAllen, Tx, 78503
Telephone: 956-307-3057
Fax: N/A
Email: carlos@bstone.biz

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

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

LITIGATION DISCLOSURE FORM

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

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

   Circle One YES (NO)

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

HOUSE BILL 89 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Juan Carlos Del Angel, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Brownstone Consultants, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

Sign _____

Title Managing Partner

Subscribed and sworn to me this 1st day of December 2023.

By: _____

Notary Public

NOTARY PUBLIC STATE OF TEXAS
MARTHA INFANTE
My Notary ID # 124744214
Expires December 1, 2023

My commission expires 12-01-23

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

Brownstone Consultants, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT "B"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): Y01/17/2024

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

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

PRODUCER	CONTACT NAME: ELLIE A TORRES	
TOTAL INSURANCE PROTECTION 5805 CALLAGHAN ROAD SUITE 108 SAN ANTONIO TX 78228	PHONE (A/C, No, Ext): 210-305-5000	FAX (A/C, No):
	E-MAIL ADDRESS: contact@texastip.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : KINSALE INSURANCE COMPANY	
	INSURER B : KEMPER INSURANCE COMPANY	
	INSURER C : KINSALE INSURANCE COMPANY	
	INSURER D : TEXAS MUTUAL INSURANCE COMPANY	
	INSURER E :	
	INSURER F :	

INSURED

BROWNSTONE CONSULTANTS LLC
3317 KENT LANE
78503
MCALLEN TX 78503

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 [ ] PRO-JECT [ ] LOC [ ] OTHER:			0100569026-0	11/14/2023	11/14/2024	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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5000563401	01/28/2024	01/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $			100225585-0	02/07/2023	02/07/2024	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	Y	0002089858	12/12/2023	12/12/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

PROJECT: CITY OF EDINBURG ENGINEERING SERVICES

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ellie A Torres

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EXHIBIT “C”

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): Y01/17/2024

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PRODUCER	CONTACT NAME: ELLIE A TORRES
TOTAL INSURANCE PROTECTION 5805 CALLAGHAN ROAD SUITE 108 SAN ANTONIO TX 78228	PHONE (A/C, No, Ext): 210-305-5000 FAX (A/C, No): E-MAIL ADDRESS: contact@texastip.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: KINSALE INSURANCE COMPANY	
INSURER B: KEMPER INSURANCE COMPANY	
INSURER C: KINSALE INSURANCE COMPANY	
INSURER D: TEXAS MUTUAL INSURANCE COMPANY	
INSURER E:	
INSURER F:	

INSURED: BROWNSTONE CONSULTANTS LLC, 3317 KENT LANE, 78503, MCALLEN TX 78503

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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 [ ] PRO-JECT [ ] LOC [ ] OTHER:			0100569026-0	11/14/2023	11/14/2024	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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5000563401	01/28/2024	01/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $			100225585-0	02/07/2023	02/07/2024	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	Y	0002089858	12/12/2023	12/12/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

PROJECT: CITY OF EDINBURG ENGINEERING SERVICES

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ellie A Torres

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C-42-25

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1229428

Date Filed:
10/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brownstone Consultants, LLC
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.
2024-001
Job Task Order #1 - PROJECT MANAGEMENT SERVICES FOR THE DOWNTOWN PARKING GARAGE PROJECT PURSUANT RFQ NO.2024-001

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mora, Rhea	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Juan C. Del Angel, and my date of birth is July 5, 1979.

My address is 2307 Silverado S (street), Mission (city), TX (state), 78573 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 22 day of October (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT “D”

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): Y01/17/2024

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PRODUCER	CONTACT NAME: ELLIE A TORRES
TOTAL INSURANCE PROTECTION 5805 CALLAGHAN ROAD SUITE 108 SAN ANTONIO TX 78228	PHONE (A/C, No, Ext): 210-305-5000 FAX (A/C, No): E-MAIL ADDRESS: contact@texastip.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : KINSALE INSURANCE COMPANY	
INSURER B : KEMPER INSURANCE COMPANY	
INSURER C : KINSALE INSURANCE COMPANY	
INSURER D : TEXAS MUTUAL INSURANCE COMPANY	
INSURER E :	
INSURER F :	

INSURED
BROWNSTONE CONSULTANTS LLC
3317 KENT LANE
78503
MCALLEN TX 78503

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			0100569026-0	11/14/2023	11/14/2024	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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5000563401	01/28/2024	01/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $			100225585-0	02/07/2023	02/07/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0002089858	12/12/2023	12/12/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

PROJECT: CITY OF EDINBURG ENGINEERING SERVICES

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ellie A Torres

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
CONTRACTUALS
Agenda Item No: 9.B.
Professional Engineering Services Contract - Lefevre Engineering

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with LeFevre Engineering for Professional Engineering Services for the Wastewater Plant No. 4 East & West Clarifier Replacement for an Amount Not to Exceed $107,910.00 and Execute Any Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The Clarifiers play a crucial role in wastewater treatment by significantly reducing suspended solids and organic load, ensuring that downstream treatment processes operate efficiently. By allowing heavier solids to settle and lighter materials like grease and oils to float for removal, clarifiers improve the effectiveness of biological treatment and filtration. This process helps prevent clogging, enhances overall treatment efficiency, and ensures that water discharged into the environment meets regulatory standards for cleanliness and safety. Without clarifiers, wastewater treatment plants would struggle to manage solid waste, leading to higher operational costs and potential environmental contamination.

Lefevre Engineering will provide engineering services for the Wastewater Treatment Plant No. 4 East & West Clarifier Replacement. The project will include the removal of existing equipment and installation of new equipment. The cost for engineering services is $107,910.00.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 with LeFevre Engineering for Professional Engineering Services for the Wastewater Plant No. 4 East & West Clarifier Replacement for an Amount Not to Exceed $107,910.00 and Execute Any Documents Relating Thereto.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 3/14/2025	Vanessa Velasquez,
Tomas Reyna, Assistant City Manager	Final Approval - 3/14/2025	Administrative Assistant

Attachments:

A. Agreement

THE STATE OF TEXAS	**§**	**JOB TASK ORDER NUMBER ONE (1) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND LEFEVRE ENGINEERING, FOR PROFESSIONAL ENGINEERING SERVICES FOR WWT PLANT NO. 4 EAST AND WEST CLARIFIER REPLACEMENT**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Job Task Order Number One (1), to the Agreement is entered into by and between the City of Edinburg (hereinafter called **"City"**), and **LEFEVRE Engineering,** (hereinafter referred to as **"Contractor"**).

RECITALS

WHEREAS, on August 20, 2024 the City Council of Edinburg approved City Manager or their designated appointee to negotiate and enter into an On Call Professional Services Agreement with the Consultant to provide Professional Services (hereafter referred to as "Agreement" and attached as Exhibit "B"). Specifically, it was agreed that the Consultant shall provide Professional Services and other as-needed services, on an on-call basis and in a manner, which shall provide the necessary public services through subsequently assigned Job Task Order; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide for Professional Services and or other as-needed services to Lefevre Engineering, as set out in Exhibit "B" attached hereto; and

NOW, THEREFORE, said Job Task Order Number One (1), to the Agreement is hereby agreed to and include in the Agreement to provide for Professional Services for WWTP No. 4 East & West Clarifier Project, at the amount not to exceed the proposed amount, as set out in Exhibit "A" attached hereto; and.

Period of Performance. The period of performance shall be from the effective date of this Job Task Order Number One (1), which is the date agreed to by all parties, and will terminate upon completion of the scope of work for the Services as agreed to by the parties herein and as referenced in the attached Exhibit "A".

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. Further, this Job Task Order does not waive the parties' responsibilities and obligations as provided for under the Agreement.

Progress payment will be issued, as tasks are completed. Consultant is responsible for providing proof on invoices in the survey and design phase. Construction phase will be paid, as progress payment are issued to selected consultant.

This Job Task Order Number One (1) to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in duplicate originals on this on this _____ day of _____, 2025.

[The remainder of this page was left blank intentionally.]

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 Yvette Balderas, City Secretary

APPROVED AS TO FORM:

JOSEPHINE R. SOLIS

BY: _____
Josephine R. Solis, City Attorney

LEFEVRE ENGINEERING

BY:_____
Richard LeFevre, P.E., C.F.M.
President
818 Mansfield Drive, Unit No. 182
Port Mansfield, Texas 78598
Phone: (956) 540-9428
Email: richard@lefevreengineering.com

Attachments: **Exhibit "A" Job Task Order 1 Proposal**
Exhibit "B" Master Agreement
Exhibit 'C" Certificate of Insurance

EXHIBIT “A” – JOB TASK ORDER 1
PROPOSAL

AGREEMENT
BETWEEN CITY OF EDINBURG
AND LEFEVRE ENGINEERING

March 3, 2025

Gerardo Carmona, Jr. PE
Director of Utilities

Arturo Martinez
Director of Water Resources and Utilities

1201 N. Doolittle, Edinburg, Tx 78542

Re: Proposal for Civil Professional Engineering Services – WWTP No. 4 East & West Clarifier Replacement – Edinburg, Texas

Gentlemen:

LEFEVRE Engineering, PLLC (the "Consultant") is pleased to present this proposal for professional services to assist in the proposed project referenced above and further described below.

PROJECT DESCRIPTION:

LEFEVRE ENGINEERING is submitting this proposal for professional civil engineering for WWTP No. 4 East & West Replacement located at 1202 N. M Street in Edinburg, Texas.

SCOPE OF SERVICES:

Prepare LEFEVRE ENGINEERING will provide the following services as it pertains to this project and as part of this proposed fee:

- Topographic Survey, including controls, vertical and horizontal data from a survey will be required for this project.
- Demolition and removal design of the following:

    1. Existing clarifier mechanisms include the access bridge, drive mechanism, center pier, center pier anchor bolts, drive cage, rake arms, scum skimming mechanism, scum box and supports, and control panel.
    2. Existing effluent troughs, effluent trough supports, weirs and baffles.

- Design for New Clarifier Mechanisms to include the following
    1. Hot dipped galvanized steel access bridge to include aluminum grading, aluminum handrail and toe boards
    2. Hot dipped galvanized steel center drive access platform to include aluminum checkered plate deck, aluminum handrail and toe boards
    3. Clarifier spur gear drive assembly
    4. 18" diameter x ¼" min thick steel center column
    5. Steel center column epoxy anchors
    6. 2'-10" square box truss steel center cage

7. 2'-10" square box truss steel rake arms with spiral blades and steel squeegees
8. Steel scum skimmer and collection box
9. Steel effluent launder and supports with steel weirs and baffles
10. NEMA 4X 316 enclosure clarifier drive control panel
11. Regrouting of clarifier floors

- Prepare Construction Documents needed by Contractor to complete the construction signed and sealed by Engineer. One (1) Electronic Copy of Base File and PDF to be provided to Owner for printing and distribution.
- Assist City of Edinburg by providing plans and technical specs.
- Evaluation of Bids and Recommendations to the City of Edinburg.
- Construction Phase Engineering including payment applications review, RFI's; change orders, adherence to construction schedules, status meetings, and reporting to City Commission and Administrators.
- Construction Inspection for completion of the project.
- Project As-Build
- Project Closeout Documents and Engineer's Certification of Completion and Warranties.

LeFevre Engineering, PLLC can provide the following services as part of Design and Construction Engineering at an additional fee and will need to be requested in writing:

- It is recommended that the City of Edinburg consider evaluation of existing condition of concrete clarifiers for re-installation of proposed infrastructure by Geotechnical Engineer. LeFevre Engineer does not warrant that the existing condition of the concrete is structurally sound in order to utilize anchor bolting required for the project. Geotechnical engineering and material testing is not included in this proposal.
- Environmental services and/or permitting are not anticipated for this project. A TCEQ permit will not be needed as there is no intent to change the process or volume of WWTP No. 4.

EXCLUSIONS:

Project services proposed herein are conventional in nature and do not include additional elements that may be required for future development. Additional assumptions and exclusions include the following:

- No Environmental Site Assessment (ESA) is included in this Scope of Work. Wetlands studies/determination or 404 permitting, if required, will be determined by others;
- Agency review fees and impact fees are not included herein;
- City, State, or County required fees are not included herein;
- Archeological/historic survey to meet the Historic Preservation Department, if required, is not included in this Scope of Work.
- Geotechnical and Material Testing are not included in this proposed Scope of Work.
- Inspections will be limited to evaluate the completeness of the proposed work by contractor and in accordance with the City of Edinburg providing daily and/or weekly inspections to make Design Engineer aware of any areas or concerns. City of Edinburg will provide daily or monthly inspections and provide inspection reports to Design Engineer as necessary for the duration of the project.

PROPOSED FEE:

It is agreed that the Design Engineer will design and provide an itemization with recommendations for proposed infrastructure utilizing various combinations of steel and different appurtenances. The City of

Edinburg and Engineer agree that the proposed budget is $1.3M. The City of Edinburg will utilize value engineering to determine the proposed items to be constructed.

LEFEVRE ENGINEERING proposes that the FEE for professional engineering services for the above referenced project is as follows:

Civil Engineering Fees: Attachment A – Proposed Fees

It is requested that contract with the City of Edinburg be based on lump sump contract and based on percentage of completion and/or milestones as shown in Attachment A.

ADDITIONAL FEES

Additional services required by the client that may arise and are not outlined above shall be compensated on an amount approved by Owner and Engineering Firm and approved in writing per work authorization by the client or by supplemental amendment to the original contract with the City of Edinburg.

We appreciate the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have, or if LEFEVRE ENGINEERING can be of additional service.

Respectfully submitted,

Richard LeFevre, P.E., CFM
LEFEVRE ENGINEERING, PLLC.

Attachment(s) Attachment A – Proposed Fees
Engineer's Opinion of Probable Cost – LeFevre Engineering – 3-13-25

LEFEVRE ENGINEERING
TEXAS REGISTERED ENGINEERING FIRM NO. 23093

Exhibit A - Fee Breakdown
CITY OF EDINBURG - WWTP NO. 4 CLARIFIER REHABILIATION PROJECT EAST & WEST

LeFevre Engineering Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Engineer	250	$/Hr.
CADD Technician	85	$/Hr.
Inspector	75	$/Hr.
Administration	65	$/Hr.

Design Phase Engineering		
Preliminary Startup & Project Initiation & Survey	$	29,675.25
Design 60%	$	50,249.75
Final Design & Specifications	$	10,000.00
TOTAL (7.5%)	**$**	**89,925.00**

Construction Phase Engineering		
Construction Phase Engineering	$	14,685.00
Project Closeout & Asbuilds	$	3,300.00
TOTAL (1.5%)	**$**	**17,985.00**

TOTAL CONTRACT	**$**	**107,910.00**

LEFEVRE ENGINEERING

TEXAS REGISTERED ENGINEERING FIRM NO. 23993

Engineer's Opinion of Probable Construction

City of Edinburg WWTP No. 4 Brush Plant - East & West Clarifier Rehabilitation Project 1202 N. M Street Edinburg, Texas

Design Flow: 1.6 MGD - Peak Flow: 4.8 MGD - East and West Clarifiers : Average Flow Overflow Rate 337 gpd/ft^2 : Peak Flow Overflow Rate 1,010 gpd/ft^2

ITEM NO.	DESCRIPTION OF SERVICES	EST. QNTY.	UNIT		
	General Improvements				
1	Mobilization, Bonds and Insurance	LS	1	$ 25,000.00	$ 25,000.00
	Total General Improvements			**$ 25,000.00**	
	Base Bid - Primary Clarifiers (East & West) Equipment Replacement				
2	Demolition to include removing clarifier mechanisms including the access bridge, drive mechanism, center pier, center pier anchor bolts, drive cage, rake arms, scum skimming mechanism, control panel, baffles and items not mentioned but necessary to complete in place per plans and specifications to complete in place. Clarifier mechanism shall be removed for offsite disposal by the Contractor.	LS	2	$ 42,000.00	$ 84,000.00
3	Replacement of Existing Mechanisms for East and West Clarifiers: Hot dipped galvanized steel access bridge to include aluminum grading, aluminum handrail and toe boards; Hot dipped galvanized steel center drive access platform to include aluminum checkered plate deck, aluminum handrail and toe boards; clarifier spur gear drive assembly; 18" Dia x 1/4" min thickness 304 SS center column; steel center column epoxy anchors; 2'-10" square box truss 304 SS center cage; 2'-10" square box truss 304 SS rake arms with spiral blades and squeegees; scum skimmer and collection box; ; NEMA 4X 316 SS enclosure clarifier drive control panel, regrouting of clarifier floor; including items not mentioned but necessary to complete in place as per plans and specifications.	LS	2	$ 405,000.00	$ 810,000.00
	Total Cost - Base Bid			**894,000.00**	
	Alternate Bid Items - Primary Clarifiers (East & West) Equipment Replacement				
4	Demolition to include removing clarifier mechanisms including scum box and supports, effluent troughs, efluent trough support weirs and baffles and items not mentioned but necessary to complete in place per plans and specifications to complete in place.	LS	2	$ 30,000.00	$ 60,000.00
5	Replacement of Existing Mechanisms for East and West Clarifiers: scum skimmer and collection box; effluent launder and support with weirs and baffles; including items not mentioned but necessary to complete in place as per plans and specifications.	LS	2	$ 110,000.00	$ 220,000.00
	Total Cost - Alternate Bid Items			**$ 280,000.00**	
	General			**$ 25,000**	
	Total Cost - Base Bid			**$ 894,000**	
	Alternate Bid Items			**$ 280,000**	
	TOTAL PROJECT IMPROVEMENTS			**$**	**1,199,000**
Engineering - Design Plans (7.5%)				$	89,925
Construction Engineering (1.5%)				$	17,985
	Total Fees			**$**	**107,910**
	TOTAL PROJECT			**$**	**1,306,910**

All Costs associated with this Engineer's Opinion of Probable Cost are preliminary and are not final. Quantities and actual costs will be determined in actual bids submitted. All costs are preliminary and do not indicate the actual costs associated with the actual project. Price may vary with the price of steel in which this project consists primarily of all types of steel. City of Edinburg will utilize stainless steel, hot-dipped galvanized steel and cold steel combinations in order to value engineer the final price of the proposed project.

EXHIBIT “B” – MASTER AGREEMENT

AGREEMENT
BETWEEN CITY OF EDINBURG
AND LEFEVRE ENGINEERING

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND LEFEVRE ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT RFQ NO. 2024-009**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **LeFevre Engineering** *(*hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, professional services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and professional 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 Aug., 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

LEFEVRE ENGINEERING

BY:_____
Richard LeFevre, P.E., C.F.M.
President
818 Mansfield Drive, Unit No.182
Port Mansfield, Texas 78598
Phone: (956) 540-9428
Email: richard@lefevreengineering.com

Attachments: **Exhibit "A" RFQ 2024-009, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND LEFEVRE ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2024-009

STATEMENT OF QUALIFICATIONS

Prepared for

City of Edinburg

RFQ 2024-9

Engineering Services Rotation

July 16, 2024

LEFEVRE ENGINEERING
TEXAS REGISTERED ENGINEERING FIRM NO. 23093
818 MANSFIELD DR. UNIT 182
PORT MANSFIELD, TEXAS 78598

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LEFEVRE ENGINEERING

July 16, 2024

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

Re: Request for Sealed Qualifications for Engineering Services Rotation 2024-9

LeFevre Engineering, PLLC (LE) is pleased to submit our Statement of Qualifications.

LE is a multidisciplinary engineering firm licensed by the Texas Board of Professional Engineers (TBPE F-23093) with our main office located in Port Mansfield, Texas. Your point of contact is Richard LeFevre, BS, MS, CFM, PE (No. 102200), a licensed civil and environmental engineer and certified flood plain administrator. LeFevre Engineering is at 50% current capacity and is currently available to perform services for the City of Edinburg.

LeFevre Engineering strives to maintain an experienced, licensed engineer that will be your point of contact and attend all project and status meetings. Mr. LeFevre has over twenty-two (22) years of experience serving communities throughout South Texas and will serve as the design engineer and inspector, therefore alleviating the need for unnecessary time waiting for an "engineer or other consultant" who may not be authorized or available to approve the changes, resulting in idle time and delays during construction.

The City of Edinburg will always have Mr. LeFevre as your point of contact and will service all your needs that pertain to engineering, environmental issues, drainage, streets, plating, reviews, and the general needs of the projects for FY2024-2025. Additionally, Mr. LeFevre is a Certified Floodplain Administrator therefore knowledgeable in all aspects of design with regards to drainage and floodplain management and how it affects current proposed projects.

Mr. LeFevre and LE is providing or has provided city engineering and floodplain administrator services for:

- ✓ ***City of McAllen***
- ✓ ***City of Alton***
- ✓ ***City of Penitas***
- ✓ ***City of Mercedes***
- ✓ ***City of Weslaco***
- ✓ ***City of Donna***

LeFevre Engineering has not been involved and/or participated in substandard work or has violated any ethics in the past five (5) years.

At this time there has been no addendums issued in reference to this RFQ.

We appreciate your consideration regarding this proposal, and we express great interest in providing engineering services to the City of Edinburg. Please call if you have any questions or desire additional information.

LeFevre Engineering, PLLC is Pre-TxDOT Certified with regards to roadway design and construction, utilities relocation, drainage, and environmental requirements for projects.

Respectfully,

Richard LeFevre, P.E., CFM
President

818 Mansfield Dr. #182
Port Mansfield, TX 78598
Phone # 956-540-9428
richard@lefevreengineering.com

Enclosure:

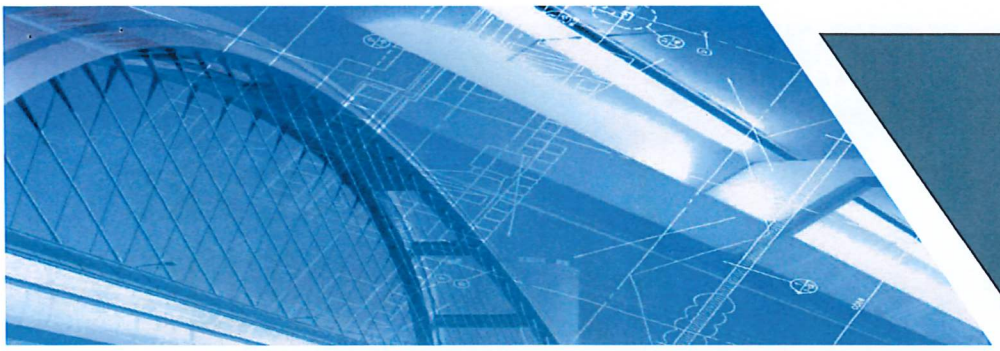
One (1) electronic copy of LeFevre Engineering Statement of Qualifications

FIRM'S PHILOSOPHY

Our philosophy begins with as experienced and proven Engineer-in-Charge who is committed to the client's satisfaction by providing responsive and practical project solutions. LeFevre Engineering strives to exceed the industry standards and the client's expectations. The attention to details throughout the project lifecycle, design, and careful planning by the team ensures the high-quality of service we are committed to providing for the client is fully satisfied. We prioritize understanding the vision and unique needs of our clients as well as the general public. Conducting our business with transparency, integrity and compliance with legal and regulatory requirements.

Our goal is to build a long-term relationship with our clients, while upholding ethical standards in all dealings is fundamental. Mr. LeFevre is the type of engineer that is familiar with the requirements for municipalities and public infrastructure projects because of his 20+ years of experience working with municipalities throughout South Texas. Mr. LeFevre believes that the engineer should be a functioning part of the project throughout the entire project. Rarely do you find a president of a firm that is the project design engineer and the inspector of the project. While working with larger firms and through his experience, we have noticed that many firms provide a "firm representative", which may or may not always be a licensed engineer.

During the selection process, many firms promise these engineer's will be present and "accessible" to the client. Many project managers may have their respective talents but are not licensed engineers and are utilized as a means of cutting costs for the firm. Far too often, due to large turnover rates, project managers do not have any authority to provide the needed changes "on the spot" and are further governed by a bureaucracy for final approval. As a result, they or are very limited in the construction activities and inspection and it creates the possibility of a delay in construction. Mr. LeFevre believes, to ensure success, the design engineer should be an integral part on behalf of the City in ALL aspects of the project.



FIRM INFORMATION

LeFevre Engineering, PLLC is a registered **Historically Underutilized Business (HUB)** by the State of Texas Historically Underutilized Business Certification and a **Disadvantaged Business Enterprise (DBE)** under the Texas Department of Transportation Compliance Program. It is the policy of the company to promote affirmative action and to provide equal opportunity to all employees and applicants for employment; and to administer all terms, conditions, and privileges of employment in a manner which does not discriminate on the basis of race, color, creed, ancestry, national origin, sex, age, marital status, liability for service in the armed forces of the United States, or because of physical or mental handicap in regard to any position for which the employee or applicant is qualified.

LEFEVRE ENGINEERING
TEXAS REGISTERED ENGINEERING FIRM NO. 23093

WHO WE ARE

LeFevre Engineering, PLLC, has the experience and expertise to provide professional engineering services in most of the disciplines needed by municipalities. LEFEVRE ENGINEERING, PLLC, formerly LeFevre Engineering, LLC, is owned and operated by Mr. Richard LeFevre, PE, CFM, and is a registered engineering firm licensed to practice in the State of Texas by the Texas Board of Professional Engineers under the firm number F-23093, also a Certified Floodplain Administrator and is located in South Texas. LeFevre Engineering, LLC was founded in 2008 and was restructured as a professional limited company in 2022. LEFEVRE ENGINEERING, PLLC is a **Professional Limited Liability Corporation**. Our clients will have access to the same LeFevre Engineering PLLC staff at nearly all hours of the day and will have access to the principal, engineers, and other support staff. The city of Edinburg will have access to the same staff throughout the entire project as we have no turnover, unlike larger firms. We will be available for unexpected meetings or construction concerns as you will find when speaking to our references and because we are a local firm.

- Civil Engineering
- MEP
- Structural
- Environmental Engineering
- Planning
- Management Consulting
- Project Management
- Construction Management

Our proven experience transcends the line between planning, design, and construction with various municipal projects in South Texas. LeFevre Engineering has proven its ability to design and provide construction phase services for the Hidalgo County, Urban County Federal Program, City of Combes, McAllen PUB, City of Mercedes, City of Alton, and Progreso International Bridge involving many different funding requirements and engineering requirements for public entities.

For our firm, it is important for clients to have access to their project engineer during all phases of the projects. Far too often, larger engineering and consulting firms have large turnover which does not allow engineers to become "engaged" in the project as they have no opportunity to "develop" a working relationship with those officials necessary to develop the project. Historically, based on our experience, a client may not interact with an engineer until the project is either completed or there is a problem. We take pride in saying that the City of Edinburg will see the lead project engineer, Mr. LeFevre, will spearhead a project from the beginning through final completion.

Firm Qualification and Experience

Our extensive experience with state and municipal requirements with design and construction of public infrastructure will provide a vital component in the success for the City of Edinburg and their infrastructure requirements for projects if needed. It furthermore shows our success to successful and affordable projects for our clients. As part of our objectives we have experience with municipalities with fixed budgets and have completed projects by providing fair and accurate cost estimates, reasonable construction scheduling, value engineering, assistance with bidding, recommendations and awarding, assistance with contract requirements for the contractor, reviewing and recommending contractor pay requests, and all other aspects needed for the City of Edinburg to be successful in design and construction of their proposed projects.

LEFEVRE ENGINEERING, PLLC. Staff have managed and designed public projects utilizing funding for the following agencies:

- ✓ **Texas Water Development Board**
- ✓ **Texas Department of Transportation**
- ✓ **General Services Administration (GSA)**
- ✓ **Federal Motor Carrier and Safety Administration (FMCSA)**
- ✓ **Environmental Protection Agency (EPA)**
- ✓ **Federal Emergency Management Agency**
- ✓ **Texas Water Development Board (TWDB)**
- ✓ **Border Environment Cooperation Commission**
- ✓ **US Department of Housing & Urban Development (HUD)**
- ✓ **US Department of Agriculture Rural Development (USDA)**
- ✓ **Texas Commission on Environmental Quality**

Firm Qualification and Experience

LEFEVRE ENGINEERING, PLLC has more than twenty years of combined experience and talent with proven engineering and support staff with the ability to multi-task and keep proposed projects on time and within budget. LeFevre Engineering, PLLC is a registered Historically Underutilized Business (HUB) by the State of Texas Historically Underutilized Business Certification and a Disadvantaged Business Enterprise (DBE) under the Texas Department of Transportation Compliance Program. LeFevre Engineering has developed a unique expertise and knowledge with public entities, such as the City of Edinburg, based on our previous work with the City and we have primarily worked with municipalities with relation to road design, drainage, water and wastewater design, environmental mitigation, permitting, construction phase engineering, inspection and project management utilizing local, state, and federal funding programs unmatched by many engineering firms in the RGV and South Texas.

Our firm understands the requirements for the City of Edinburg proposed projects and requests that we be considered for the following projects:

- ✓ **New and Rehabilitation Design of Roads.**
- ✓ **TXDOT design, route studies, permitting, and construction requirements for the City of Edinburg and TXDOT projects.**
- ✓ **Design of all aspects of Drainage, including detention, retention, swales, driveways, piping and culverts, and drainage requirements for the City of Edinburg.**
- ✓ **Design and construction of utility relocations, including water, booster stations, wastewater lift stations, sewer piping and manholes, water and sewage treatment plants.**
- ✓ **Master Planning**
- ✓ **Planning; Preliminary and Final Engineering Reports, Engineer's Estimates**
- ✓ **Water Planning, Pressure Plane Studies and Design Street Rehabilitation and New Construction.**

OUR EXPERTISE EXTENDS TO THE FOLLOWING:

- Civil Engineering
- MEP
- Structural
- Environmental Engineering
- Project Management
- Floodplain Administrator
- Social, Economic, Environmental Studies, Easements & ROW Maps
- Water Plants – Pumps, Piping, Disinfection, and Controls
- Project Development & Planning
- Facility Analysis & Master Planning
- Wastewater Collection Systems – New and Rehabilitations
- Lift Stations – New and Rehabilitations
- Wastewater Treatment Plants – New, Expansions, and Rehabilitations
- Wastewater Treatment Plant Permitting – New, Amendments, and Renewals
- Streets – New and Rehabilitation
- On-Site Sewer Systems – Design and Permitting
- Storm Drainage Pipes, Ditches, and Detention/Retention
- Drainage Design & Reports
- Engineering Studies and Plans
- Utility System Mapping
- Bond Applications and Reports
- On-site Construction Observation

ORGANIZATIONAL APPROACH

The firm's goal is to establish a long-term relationship with the clients by providing a highly competent service with integrity and concern for the client as well as the general public. We pride ourselves on our ability to design for ease of operation and maintenance and always strive to keep in mind the desires and capabilities of the client.

1.STUDY AND REPORT »

Consult with the City to define its needs, review existing available data, and establish required additional data.

Provide general economic analysis of the City's requirements as a allocation for expenditures, comparison of existing cost estimates, and/ or a statement of "not-to-exceed" values.

Meet with the City to review the established data and engineer's recommendations and opinions to solidify the project, responsibilities, and tentative schedules.

2. PRELIMINARY DESIGN »

Prepare preliminary design documents consisting of but not limited to, design premise which includes final design criteria, preliminary design drawings, outlines of specifications, and a detailed written description of the project and projections of goals.

Advise the City of additional data required, services which need to be accomplished, or final criteria definitions which must be established.

Review all facets of the Preliminary Design, probable project costs for the City, and modify the Design Premise for its final form.

3. FINAL DESIGN »

Based on the City's acceptance of the Preliminary Design and resulting Design Premise or criteria, prepare the Final Design, Plans, and Specifications.

Submit the Final Design, Specifications to the proper reviewing authorities.
Prepare and review with the City and their legal counsel, and/or other advisors all contract related documents, forms, and conditions.

Present and review all Design Plans, Specifications, and applicable Code Compliance requirements with the City, their advisors, and/or their third-party review representative.

ORGANIZATIONAL APPROACH

4.BIDDING AND NEGOTIATION »

Completed and approved construction plans, specifications, and applicable contract documents for distribution to prospective bidders.

Assist the City with the distribution of bid packages and respective adverting for bids.

Assist the City in the opening and tabulation of bids.

Analyze the bids and make recommendations for the award of the construction contract.

Assist in the preparation of formal contract documents.

5. CONSTRUCTION

Conduct inspection of the construction or project site at appropriate or predetermined intervals by the professional engineer or qualified staff member. To determine the project progress compliance with intent of design and contract documents.

Act as the City's representative, per the city's direction in all matters pertaining to the contractor and consult with or advise the City relative to the contract and project matters.

Review and take appropriate action to contractor's change orders due to unexpected conditions, submittals, shop drawings, and/or requests for payment.

Conduct a final inspection and certify completion of all project work and support documentation in accordance with the contract and applicable codes.

LEFEVRE ENGINEERING EXCLUSIVE EXPERIENCE WITH MUNICIPALITIES AND FAMILIARITY WITH WATER, WASTEWATER AND ROADS INFRASTRUCTURE ALLOWS FOR PROJECTS TO BE COMPLETED "TURN-KEY", COMPLETED ON TIME, AND WITHIN BUDGET.

Resumes & Key Personnel

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

LE is currently staffed with project engineers, inspectors, designers, drafting technicians, and supporting staff needed to spearhead and complete any and all projects awarded to LeFevre Engineering, PLLC. The principal contact and authorized representative for all work associated with the City of Edinburg will be **Mr. Richard LeFevre, PE, CFM**. Mr. LeFevre is authorized by the Texas Board of Professional Engineers to practice in Environmental Engineering and Civil Engineering License No. 102200. Mr. LeFevre has more than twenty-four (24) years of extensive experience in federal, state, and local requirements for funding applications, design, environmental assessments, permits, project management, construction phase engineering, and project inspection and has successfully designed all types of infrastructure projects for Edinburg. Mr. LeFevre's expertise and knowledge in coordination of road and drainage, utilities and relocations, construction management, third party management, permitting, and planning is unmatched by many engineers in the valley that are not accustomed to designing infrastructure projects in the City of Edinburg. Mr. LeFevre will serve as the primary point of contact for contractual negotiations, development of scope, preliminary cost estimates and planning, design, and construction management.

Mr. Israel Gaona, PE, CFM will is a licensed engineer and will provide design and construction management of all LE projects under the supervision of Mr. LeFevre. Mr. Gaona is licensed to practice civil engineering by the Texas Board of Professional Engineers License No. 136995. Mr. Gaona has project experience with Design and Construction Phase Engineering for roads, drainage, subdivision reviews, utilities, for past projects design and managed by LeFevre Engineering.

Mr. Manuel Garza will perform as a project inspector for all needed services. Mr. Garza served as a city inspector previously with the City of McAllen and Inspector for the City of Alton, Texas. Mr. Garza has more than thirty (30) years' experience in public infrastructure projects. Mr. Garza is familiar with Edinburg projects and recognizes the requirements as an inspector for the city in required projects.

WESLEY RICHARD LEFEVRE, PE, CFM
PRESIDENT/PROJECT ENGINEER

Mr. LeFevre has extensive experience in design and project management of public and private infrastructure projects. Mr. LeFevre has successfully designed and managed projects for municipalities in the South Texas and the Rio Grande Valley for the past 16 years. Mr. LeFevre is licensed to practice in civil and environmental engineering fields in the State of Texas.

EXPERIENCE

2021-Present

LeFevre Engineering, P.LLC. LeFevre Engineering was created as a professional limited liability company and Mr. LeFevre is responsible for supervision of day-to-day activities, project control, coordination and scheduling during all phases of engineering and surveying projects.

2010 – 2021

LeFevre Engineering, LLC. Responsible for supervision of day-to-day activities, project control, coordination and scheduling during all phases of engineering and surveying projects.

2006 – 2010

Guzman & Munoz Engineering and Surveying, Inc., - McAllen, TX. - Served as Project Engineer and Principal for the McAllen office, specializing in Civil and Environmental aspects of all projects.

2004 – 2006

Turner Collie & Braden Inc. – Pharr, TX. Served as Environmental Specialist and Project Manager for regional offices in South Texas for Texas Water Development Board-Economically Distressed Areas Program (TWDB-EDAP), Border Environment Cooperation Commission (BECC), and North American Development Bank (NADBank) projects.

2001 – 2004

Texas Engineering Extension Service-Texas A&M University Frank M. Tejeda Center for Excellence in Environmental Operations – Mercedes, TX. Coordinated and provided outreach, technical assistance and technical and professional education at the local level to improve the delivery of water, wastewater, solid waste and other environmental systems to residents. Conducted on-site assessments of utility management and operation and analyzed the results of assessments performed by others. Used the results of these assessments to design tailored assistance mechanisms.

Project Role:
Principal/Project Engineer

Education:
Bachelors of Science, 1993
Hardin-Simmons University

Masters of Science, 2000
Texas A&M University at Corpus Christi

Registrations/Certifications:
Professional Engineer, Texas, No. 102200
Certified Floodplain Manager - Texas

Texas Teaching Certificate:
Licensed in Secondary Science

Professional Affiliations:
American Society Civil Engineers,

Texas Society of Professional Engineers

Years of Experience:
20+

2001

Environmental Investigator Texas Commission on Environmental Quality (TCEQ). Knowledge in Texas Administrative Codes and Code of Federal Regulations associated with compliance in industrial hazardous waste, wastewater, water, petroleum storage tanks, and municipal solid waste. Performed routine work in the fields of waste pollution. Conducted routine investigations, surveyed and performed follow-up inspections, prepared technical reports, made recommendations regarding findings and drafted.

ISRAEL GAONA, P.E., CFM
ENGINEER – QA/CC

Mr. Gaona has experience in design and project management of public and private infrastructure projects as well as construction management experience in the renewables industry. Mr. Gaona has designed multiple water, wastewater and storm water municipal projects as well as managed heavy-civil construction projects in South Texas. Mr. Gaona is a Professional Engineer and a Certified Floodplain Manager in the State of Texas.

EXPERIENCE

2019-PRESENT
SOTEX Engineering, LLC. – Currently serves as President and owner of SOTEX Engineering, LLC. Mr. Gaona oversees all aspects of civil engineering design and construction projects.

2018-2019
LEMC, LLC. – Served as a Project Engineer responsible for the design and project management of public and private infrastructure projects.

2016 – 2018
E.ON Climate & Renewables North America – Willacy & Kenedy County, Texas - Served as Civil Field Engineer for the construction of multiple large scale wind farms in Raymondville and Sarita, Texas overseeing the quality of construction work performed on all infrastructure installed. Supervise day-to-day operations of multiple contractors.

2014 – 2016
City of Weslaco – Weslaco, TX. Served as Engineer II for the City of Weslaco working on design and project management on all public improvement projects. Conducted on-site field inspections of infrastructure improvements. Performed water, wastewater and storm water construction plan reviews and subdivision reviews.

2013
Texas Department of Transportation – San Benito, TX. Served as Summer Engineering Technician. Conducted on-site field inspections for roadway improvements, bridge construction and utility installations for state road improvement projects.

Project Role:
Consultant

Education:
Bachelors of Science in Civil Engineering - 2014
Texas A&M University - Kingsville

Registrations/Certifications:
Professional Engineer - Texas, No. 136995

Certified Floodplain Manager – Texas No. 2893-15N

Professional Affiliations:
American Society of Civil Engineers,
Texas Floodplain Managers Association

Years of Experience:
10+

Municipal & Governmental Projects

CITY OF SAN JUAN – ENVIRONMENTAL PROTECTION AGENCY LIFT STATION NO. 6 DEMOLITION & CONSTRUCTION OF A NEW 2.2 MGD LIFT STATION

CURRENTLY UNDER CONTRACT

Mr. LeFevre provides preliminary planning, preliminary engineering reports, regulatory permitting, environmental information document, and lift station engineering design as part of TRIMAD Consulting, LLC, design team. Construction estimates for this project are estimated at $3.4M for the lift station replacement and is being funded as a Direct Congressional Spending provided by Congressman Vicente Gonzalez. The project is being overseen by the Environmental Protection Agency (EPA) and is currently in the final design stage of the project. The project consists of demolition of existing Lift Station No. 6; installation of approximately 2200 LF of 24" sewer pipe, installation of three (3) new manholes, and construction of a new 2.2 MGD lift station. Mr. LeFevre is providing the design of a Quad-plex lift station with a 20' wet well, and controls. The current lift station is undersized and dilapidated and needs to be replaced. Project Contact: Ric Salazar, PE, TRIMAD Consulting, LLC; 956-497-5355; Engineer's Estimate: $3.4 million

Project Objectives

- Lift Station Pump Sizing & Capacity.
- Environmental Information Document & Public Hearing approved by EPA.
- Plans and Specifications to be approved by TCEQ

CITY OF ALAMO – MORNINGSIDE LIFT STATION, ALAMO, TX

CURRENTLY UNDER CONTRACT

Mr. LeFevre provided Lift Station Design for Morningside Wastwater Improvements project in association with TRIMAD Consulting, LLC for a 1.0M New Lift Station. LE analyzed the project area and designed the lift station based on existing and proposed construction. Mr. LeFevre provided Engineer with preliminary engineering report required by the Texas Commission on Environmental Quality. The project is currently at pre-construction phase and has been awarded to a Contractor.

Project Contact; Bobby Salinas, City Manager, 956-867-5360

Engineer's Estimate: $1.0 million Contract Award Amount: $995K

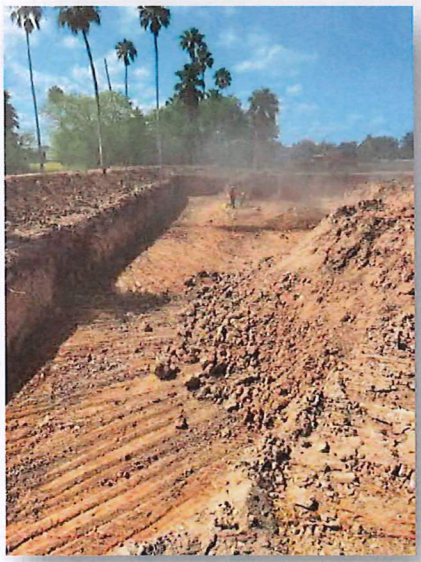
Project Objectives

- Utility & Easement Acquisition and Survey
- Engineering Feasibility Study.
- Preliminary Engineering & Estimates
- Coordination with Owner of Sewer System: McAllen Public Utilities Board
- Environmental Information Document & Public Hearing approved by EPA
- Sewer Design for 3 new lift stations, 1 rehabilitation of existing lift station, installation of approximately 5 miles of 15" sewer line in TXDOT ROW.
- Plans and Specifications to be approved by TCEQ, TWDB, City of Alton and McAllen Public Utilities
- Bidding & Awarding of Project
- Project Management & Construction Phase Engineering
- Inspection
- Project Clouse out

CITY OF COMBES – CROSSWIND LANDING PUBLIC PARK & COMERCIAL DEVELOPMENT – UTILITIES & DRAINAGE LOVE'S TRUCK STOP FY 2022-2023

LeFevre Engineering, PLLC provided City of Combes with environmental services, park and subdivision planning, Water and Wastewater Infrastructure Design, Road and Drainage Design, Planning, Construction Phase Engineering, and Inspection for Crosswind Landing Development and Loves Truck Stop Water & Sewer Improvements located in Combes, Texas: The City of Combes utilized $11M in Public Bonds Issuance in the development of the proposed development to include ten (10) commercial lots for restaurants, hotels, and retail development along I-69 Corridor. LeFevre provided drainage and detention for a Love's Gas Stop located adjacent to the development, including over 2000 linear feet of water and sewer infrastructure for the Love's and the Development. LeFevre Engineering is working with the City and the Drainage District for design and construction of a walking trail and park for the City of Combes. Additionally, a 10,000 SF wellness center will provide offices, work out facilities, two (2) Gyms for youth and adult volleyball and basketball, and conference availabilities for corporate and local events.

Project Contact: Commissioner Ann Forbes, 956-423-3515; Engineer's Estimate for Utilities: $754,600 Contract Bid Amount: $700,003



Project Objectives

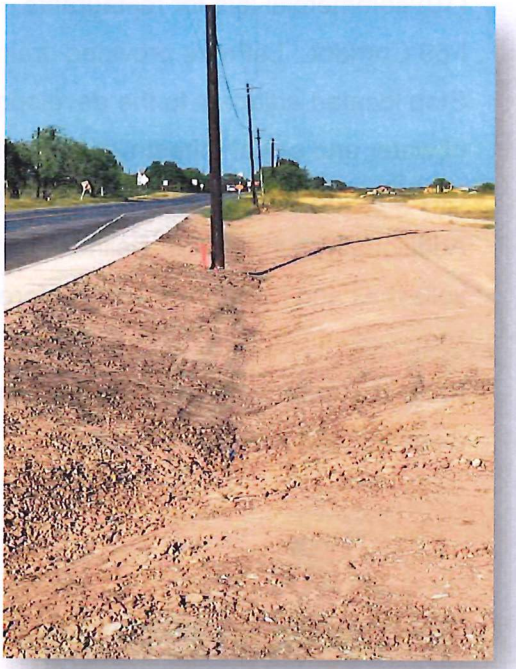
- Planning for Park and Utilities
- Survey & Topography
- Project Estimates
- Geotechnical Testing & Evaluation
- Accelerated Schedule for Love's Development & Construction
- Drainage District No. 5 approval for pass-through drainage system
- ROW Planning and Utility Easement Surveys and Acquisition

- TXDOT ROW acquisition
- TXDOT PS&E – TXDOT Road Design Approval
- Drainage Design
- Wastewater Design
- Water Design
- Construction Phase Engineering
- Inspection
- Project Management
- Closure

COMBES, TX – TXDOT FM 508 WIDENING & DRAINAGE PROJECT FY 2022-2023

LeFevre Engineering, PLLC provided City of Combes with Environmental, Preliminary & Final Design, Construction Phase Engineering, and Inspection for the construction of the City of Combes FM 508 Widening Project. As a result of new commercial and residential growth demands of the I-69 corridor located through the City, the City has taken the proactive approach of providing a wellness center, walking trail, park, retail and commercial development, Love's Fast Shop, adjacent to I-69. The existing TxDOT road is a rural 2-Lane section that has outgrown its functionality and the City is proposing to construct a 1,500 LF section of a 4-lane rural road to accommodate the new growth. This includes a 200 LF transition zone back to a 2-Lane highway. The project includes coordinating with the proposed commercial companies and TxDOT with the conceptual and final design of the road.

LeFevre Engineering was asked to provide these services, and the project is complete and approved by TxDOT.

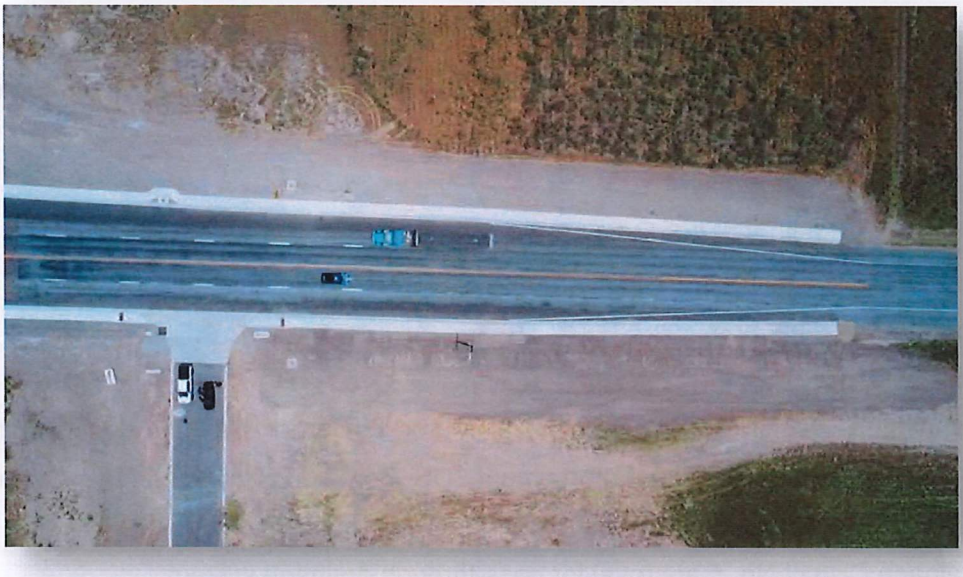


Project Contact; Hector Siller, PE, TXDOT; Engineer's Estimate
TXDOT PIF: $663,000
Actual Award of Contract: $408,000

Project Objectives

- Survey & Topography
- Geotechnical Testing & Evaluation

- Project Information Forms (TXDOT)
- Environmental (Categorical Exclusion)
- Drainage District No. 5 & TXDOT approval for pass-through drainage system
- Local Project Representative Certified Project Manager
- TXDOT PS&E – TXDOT Road Design Approval
- Drainage Design
- TXDOT Construction Phase Engineering
- Inspection
- Project Management
- Closure



PROGRESO INTERNATIONAL BRIDGE FMCSA INSPECTION STATION DESIGN FY 2022

As the prime designer for the Progreso International Bridge, LeFevre Engineering provided engineering planning, preliminary design, federal and local agency coordination for design, and is to provide construction phase engineering, inspection, and project management for a two-bay inspection station, including underground inspection pits, catwalks for overhead inspections, metal canopy for both bays, parking, 8800 cy of 14" concrete/steel reinforced driveways and roads, administration building coordination designed by architect, for the Owners of the Progreso Bridge, General Services Administration (GSA) and the Federal Motor & Carrier Services Administration (FMCSA) for the use by US Border Patrol & US Immigrant & Customs Administration (ICE) agents for vehicular inspections of commercial trucks. The overall cost estimate of the project is $9M for construction.

Bridge Administration is waiting on approval and notice to proceed from the General Services Administration. Included in the design was a new lift station for industrial site development to be utilized by the FMCSA inspection station. New 10" waterline was designed and installed which included over 15 fire hydrants. The Gravity Sewer System was designed and installed for the industrial park and for use by the FMCSA.

Project Contact Owner Bobby Sparks 956-650-0617

FMCSA Inspection Station Estimate: $6.200 million

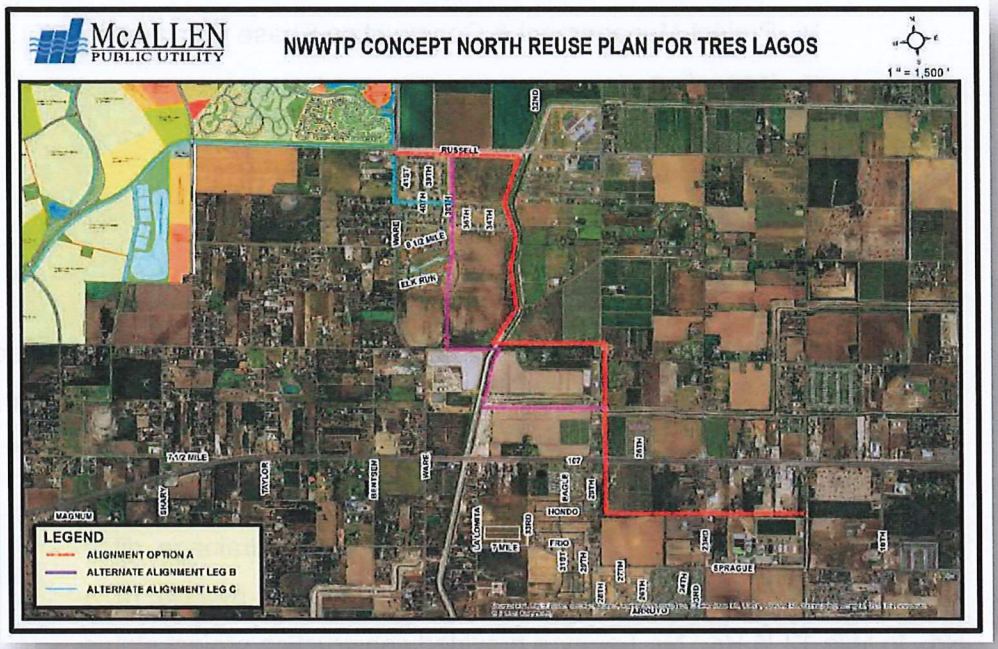
Project Objectives

- Assisted Bridge Owner with planning location based on Federal Law Enforcement requirements.
- Survey and Topography
- Preliminary Engineering & Estimates
- Geotechnical Testing & Evaluation
- Structural Engineering
- MEP
- Planning & Design based on Federal Motor & Carrier Safety Administration, Immigration and Customs Enforcement, US Border Patrol & Safety, General Services Administration Requirements.
- Drainage District No. 5 approval for pass-through drainage system
- Offsite Water & Sewer Design for Military Highway Water Supply Corporation
- Drainage Design
- Wastewater Design

- Water Design

McAllen Public Utilities Board – TWDB Tres Lagos Wastewater Reuse Project & 29th Street Sports Complex Wastewater Reuse Project FY 2017

LeFevre Engineering provided environmental, design, and construction phase services for McAllen PUB wastewater reuse project located in the Tres Lagos Development and the 29th Street Sports Complex owned by the City of McAllen. Mr. LeFevre provided design for undersized and inadequate water lines and replaced them with 16-inch PVC wastewater reuse line. There were approximately 60-70 fire hydrants and 1500 linear feet of 12-ince bore construction with 24-inch steel casing installed. This project will benefit the entire area of Tres Lagos by improved facilities and the deletion of asbestos water lines currently being used. McAllen PUB, through funding from the Texas Water Development Board, in order to improve the quality of the Treated Effluent Discharge from Type II to Type I and make it usable for reuse, obtained funding to provide Tres Lagos Development and a public Sports Complex with reuse water for irrigation.



As part of the improvements project, LeFevre Engineering also provided construction phase services, and inspection of approximately thirty-seven thousand five hundred (37,500) linear feet of pressurized pipe constructed of PVC to distribute the treated effluent to the Tres Lagos Master Planned Community, which includes a new Texas A&M University Campus, and to the proposed 29th Street Sports Complex that will be used as public parks for baseball, softball, soccer, playgrounds, etc. The primary use of the treated effluent will be used for irrigation purposes to the proposed facilities.

Mr. LeFevre provided an Environmental Assessment (EID) and coordination with the Texas Commission on Environmental Quality (TCEQ) for the proposed wastewater collection improvements project.

Project Contact: Carlos Gonzalez, PE, 956-467-8887; Engineering Estimate: $3.209 million Contract Awarded Bid: $2.769 million

Project Objectives

- Utility & Easement Acquisition and Survey
- Engineering Feasibility Study.
- Preliminary Engineering & Estimates
- Environmental Information Document & Public Hearing approved by EPA
- Water Hydraulics and Design of 16 inch re-usable water line
- Plans and Specifications to be approved by TCEQ, TWDB and McAllen PUB
- Bidding & Awarding of Project
- Project Management & Construction Phase Engineering
- Inspection
- Project Clouse out

HIDALGO COUNTY URBAN COUNTY- EAST LATERAL DRAINAGE PROJECT- CONSTRUCTION MANAGEMENT PHASE 1-3 PROJECT START DATE: AUGUST 2015 PROJECT COMPLETION: NOVEMBER 2017

Mr. LeFevre provided construction phase engineering & **construction management services** for the Delta Connector/East Lateral drainage improvements project. The proposed drainage ditch is to aid the drainage areas from the main canal located by Mile 19 ½ Rd. to Mile 12 ½ Rd. Mr. LeFevre provided construction project status reports by collecting, analyzing and summarizing information occurring on jobsite by contractor and sub-contractors. Mr. LeFevre was responsible for developing project objectives by reviewing project proposals and plans, conferring with land owners, project engineer and contractors. *Project was funding by Hidalgo County Urban County through a combination of EPA and HUD grants and the Texas General Land Office as a mitigation project for flooding in the area. Construction Cost: $13 Million* ***:***

LeFevre Engineering did not design or provide estimates for this project. Project Contact: Former Director Hidalgo Co. Urban County; P.R. Avila, 956-472-3636

Project Objectives

- 3rd Party Construction Phase Engineering
- Landowner Coordination for Hidalgo County
- Review and Recommendation of any and all change orders, contractor pay requests, and adjustments.
- Environmental Compliance
- Assisted Primer Engineer & Owner with Bidding & Awarding of Project
- Project Management & Scheduling Updates to County Commissioners
- Inspection
- Project Clouse out

REFERENCES

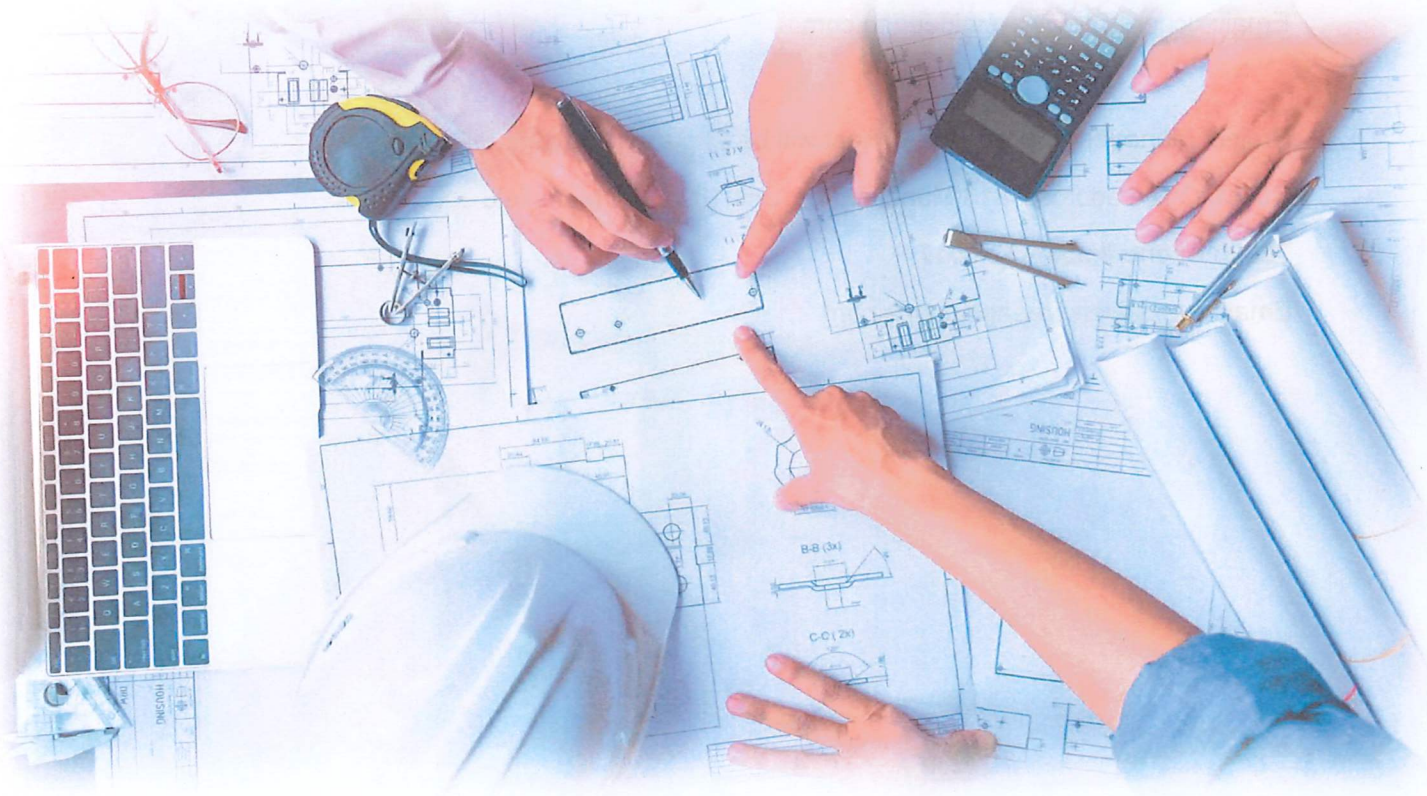
NAME	POSITION	
Honorable Mario Garza	Mayor	City of San Juan
CONTACT INFORMATION		City of San Juan, 512 S. Nebraska, San Juan, TX Phone: (956) 451-9244
PROJECT		Lift Station No. 6 Design
FUNDING SOURCE		Congressional Direct Spending Appropriation - Congressman Vicente Gonzalez
SCOPE OF WORK		LeFevre Engineering is providing design, Environmental Information Document, Engineering Feasbility Report for the design of a 2.2 MGD Lift Station.
PROJECT BUDGET		Construction Estimate: $3.5M
STATUS		Currently in Design Phase of the Project.

NAME	POSITION	
Honorable J.R. Garza	Mayor	City of Alamo
CONTACT INFORMATION		City of Alamo ,420 N. Tower Rd., Alamo, TX Phone: (956) 720-1008
PROJECT		Morningside Lift Station
FUNDING SOURCE		Direct Spending Budget
SCOPE OF WORK		LeFevre Engineering is providing design, Engineering Feasbility Report for the design of a 0.312 MGD Lift Station.
PROJECT BUDGET		Construction Estimate: $1.4M
STATUS		Currently in Construction Phase of the Lift Station

NAME	POSITION	
Hector Siller, PE	Pharr Area Engineer	Texas Department of Transportation
CONTACT INFORMATION		521 W. Ferguson, Pharr, TX Phone: (956) 243-3230
PROJECT		FM 508 Widening Project - City of Combes
FUNDING SOURCE		Direct Spending Budget
SCOPE OF WORK		LeFevre Engineering provided preliminary planning, drainage design, roadway design, lane markings for 4-Lane Rural Road, Construction Phase Engineer and Inspection for the widening of an existing two lane rural road.
PROJECT BUDGET		Construction Estimate: $669K
STATUS		Project was completed in August of 2023 on schedule.

Insurance & Legal Status

- LeFevre Engineering PLLC. Has never been in litigation or arbitration for any past or current projects against or involving the firm. The firm holds a comprehensive professional insurance policy.
- Our Firm currently provides all insurance required by the city of Edinburg.
- LeFevre Engineering PLLC. Has successfully completed its projects without major delays and without claims.
- As a firm we have never been terminated from any assignments for non-performance.
- Mr. Richard LeFevre founded the firm with the intent of providing professional design and consulting services for governmental agencies, communities, private and public projects throughout South Texas. For more than 10 years, the firm has successfully completed projects through the use of sound professional judgment, applicable principles of engineering and the use of current technology.



STATEMENT OF AGREEMENT

- ✓ LeFevre Engineering PLLC. Has read and understood the Professional Services Agreement.
- ✓ Our firm will provide all prerequisites insurance requirements, and if selected will agree to enter into such agreement with the City of Edinburg.

CONTACT INFORMATION

The president and principal point of contact for the proposed project will be **Mr. Richard LeFevre, P.E., C.F.M.**

Office address :818 Mansfield Dr. Unit 182, Port Mansfield TX 78598

Phone #: 956-540-9428

Email: richard@lefevreengineering.com

Project Manager for proposed project will be **Mr. Israel Gaona, P.E., C.F.M.** Office address: 818 Mansfield Dr. Unit 182, Port Mansfield TX 78598 Phone #:956-472-0917

Email: israel@lefevreengineering.com

Forms and Licenses

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2024

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

KKMT Insurance Group LLC
200 S Sugar Rd, Ste 3
Edinburg, TX 78539

CONTACT NAME: Tim Hruska
PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462
E-MAIL ADDRESS: tim@friendly-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CFC Underwriting LTD	
INSURER B : Progressive	
INSURER C : Texas Mutual	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

LEFEVRE ENGINEERING, PLLC
818 Mansfield Dr Unit 182
Port Mansfield, TX 78598

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 [ ] PRO-JECT [ ] LOC OTHER:	X	X	PSM0039770263	09/12/23	09/12/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $1,000,000 $ $1,000,000 $ $5,000 $ $1,000,000 $ $2,000,000 $ $1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	968487873	10/25/23	04/25/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	101108192	10/25/23	04/25/24	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PSM0039770263	09/12/23	09/12/24	Each Claim Policy Aggregate	$1,000,000 $1,000,000

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

2022 Chevrolet Silverado HD LT 2500, VIN 2GC4YNEY9N1240648

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

TIM

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Printed by TIM on June 28, 2024 at 02:44PM

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:

July 16, 2024

Company/Vendor Name:

LeFevre Engineering PLLC.

Printed Name and Title:

Richard LeFevre P.E., C.F.M, Principal

Authorized Signatory:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

LeFevre Engineering PLLC.

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

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

NONE

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

7/16/2024

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.

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: LeFevre Engineering PLLC.
(Full, correct legal name)

- Address: 818 Mansfield Dr. Unit 182, Port Mansfield, TX 78598
- Telephone/Fax: 956-540-9428
- Email address: richard@lefevreengineering.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? Port Mansfield, TX

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

4. Yes____ No✓____

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

_____ (years) _____ (months)

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

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓___

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

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

Name: Richard LeFevre
Address: 818 Mansfield Dr. Unit 182, Port Mansfield, TX 78598
Telephone: 956-540-9428
Fax: N/A
Email: richard@lefevreengineering.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.
LeFevre Engineering and Managment Consulting, LLC

HOUSE BILL 89 VERIFICATION

I, Richard LeFevre, the undersigned representative of

LeFevre Engineering PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

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

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

SIGNATURE OF COMPANY REPRESENTATIVE:

Richard LeFevre, Principal

TYPE/PRINT NAME AND TITLE:

July 16, 2024

DATE:

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.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Richard LeFevre, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of LeFevre Engineering PLLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

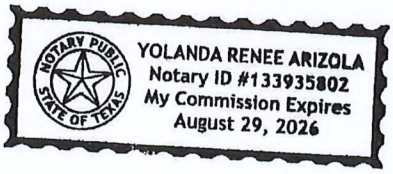
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Principal

Subscribed and sworn to me this 15th day of July 2024.

By:



Notary Public

SENATE BILL 13 VERIFICATION

I, Richard LeFevre, the undersigned representative of

LeFevre Engineering PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Richard LeFevre, Principal

TYPE/PRINT NAME AND TITLE:

July 16, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Richard LeFevre, the undersigned representative of

LeFevre Engineering PLLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

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

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

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

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Richard LeFevre, Principal

TYPE/PRINT NAME AND TITLE:

July 16, 2024

DATE:

SAM.GOV®

LEFEVRE ENGINEERING PLLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
PWHVFQEYKHB5	**9ELG4**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jun 17, 2025**	
Physical Address	Mailing Address	
818 Mansfield Drive **Unit 182** **Port Mansfield, Texas 78598-8006** **United States**	**818 Mansfield DR. Unit 182** **Port Mansfield, Texas 78598** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Lefevre Engineering, Pllc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 34	**Texas / United States**	**www.lefevreengineering.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jun 19, 2024	**Jun 17, 2024**	**Nov 15, 2022**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 25, 2021	**Dec 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1873707039300**
Approval Date: **November 21, 2022**
Scheduled Expiration Date: **November 21, 2026**

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

LeFevre Engineering, PLLC

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 **November 21, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of 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**.

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

01/09/2024

Wesley Richard LeFevre, President
LeFevre Engineering, PLLC
818 Mansfield Rd
Suite 182
Port Mansfield, TX 78598

Re: Annual Update Affidavit (AUA) Disadvantaged Business Enterprise (DBE)

Dear Wesley Richard LeFevre:

Upon review of the AUA and supporting documentation, TxDOT has determined that LeFevre Engineering, PLLC continues to meet the eligibility requirements of the federal [DBE] program.

DBE/ACDBE certification does not expire, however, to remain certified it is incumbent on you to submit the AUA on or before your next certification anniversary date. A courtesy reminder will be sent from the Diversity Management System (DMS) in advance of the AUA due date.

Firms listed in the Texas Unified Certification Program (TUCP) directory located at https://txdot.txdotcms.com are currently certified DBE/ACDBEs. All DBEs certified pursuant to 49 CFR Part 26, are automatically certified in TxDOT's Small Business Enterprise (SBE) Program. TxDOT encourages you to utilize the TUCP directory as a marketing tool. In that respect you should periodically verify your firm's certification description and North American Industry Classification System (NAICS) code(s) closely describe the goods or services your firm provides.

Should your firm be awarded an opportunity to participate on a federally funded project, your firm must perform a commercially useful function (CUF). A DBE performs CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

For information on TxDOT's contracting and procurement opportunities visit https://www.txdot.gov.

Sincerely,

Michael D. Bryant Director
Civil Rights Division

CC: Monique Pettaway

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

LEFEVRE ENGINEERING, PLLC

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number	Expiration Date
F-23093	12/31/2024

PE LS

Texas Board of Professional Engineers and Land Surveyors

Number: **102200**
Status: **ACTIVE**
Expires: **9/30/2024**

WESLEY RICHARD LEFEVRE

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 136995
Status: ACTIVE
Expires: 12/31/2024

ISRAEL GAONA

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

Let's Start
the project.

LEFEVRE
ENGINEERING

818 Mansfield Dr. #182
Port Mansfield, TX 78598
(956) 540-9428
richard@lefevreengineering.com
www.lefevreengineering.com

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND LEFEVRE ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2024-009

EXHIBIT “C” – CERTIFICATE OF INSURANCE

AGREEMENT
BETWEEN CITY OF EDINBURG
AND LEFEVRE ENGINEERING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2024

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: Tim Hruska
KKMT Insurance Group LLC 200 S Sugar Rd, Ste 3 Edinburg, TX 78539	PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462 E-MAIL ADDRESS: tim@friendly-ins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
LEFEVRE ENGINEERING, PLLC 818 Mansfield Dr Unit 182 Port Mansfield, TX 78598	INSURER A : CFC Underwriting LTD	
	INSURER B : Progressive Casualty Insurance Company	24260
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	PSN0140077273	09/12/24	09/12/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $1,000,000 $1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	TBD-as per Job Task Order	TBD	TBD	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$500,000 $ $ $ $5,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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	X	TBD-as per Job Task Order	TBD	TBD	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
A	Professional Liability	X	X	PSN0140077273	09/12/24	09/12/25	Each Claim Policy Aggregate	$1,000,000 $1,000,000

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

#B 2022 Chevrolet Silverado HD LT 2500, VIN 2GC4YNEY9N1240648

#'s B and C - special provision (To be added as per Job Task Order)

#C - worker's compensation policies include an automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg, Texas 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

TIM

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
CONSENT AGENDA
Agenda Item No: 10.A.
Repair of a Tub Grinder Unit 1232

1. **Agenda Item:**
Consider Authorizing the Expenditure for the Repair of a Tub Grinder Unit 1232, by C.W. Mill Equipment Co., Inc. in Sabetha, Kansas, in the Amount of $600,000.00. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
Staff is requesting authorization to proceed with a dealer repair of Unit 1232, which was damaged due to a fire incident involving the unit in February 2025. The repair is for freight, body, paint, and mechanical parts and labor. C.W. Mill Equipment Co., Inc., the equipment manufacturer, submitted their cost estimate to perform the work in the amount of $600,000.00. This will be a dealer item repair and will include warranty on the work performed.

This unit is the single piece of equipment acquired to launch the Tire Processing and Disposal Program to facilitate the City's ability to process and dispose of all tires collected within the City or received within the landfill waste stream in compliance with State Regulation. The program eliminated the City's need to outsource this function and allowed the creation of a new revenue program for the City.

The City has received a notice to proceed with repairs from TML for the quoted amount; with a final settlement contingent on further assessment of damages and C.W. Mill Equipment Co., Inc.'s final invoice.

If approved, the rebuild is estimated to be completed forty-five (45) to sixty (60) days from issuance of the purchase order.

Staff has verified that no monies are owed to the City by C.W. Mill Equipment Co., Inc.

3. **Staff's Recommendation:**
Approve Authorizing the Expenditure for the Repair of a Tub Grinder Unit 1232, by C.W. Mill Equipment Co., Inc. in Sabetha, Kansas, in the Amount of $600,000.00.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:
A. Cost Estimate

C. W. Mill Equipment, Inc.
14 Commerce Drive
Sabetha, KS. 66534
Phone 785-284-3454
Fax 785-284-3601

CUSTOMER ORDER

Order Number: **O25-02184-5**
Date: **2/27/2025**
Page: **1**

Sold To	Ship To
CITY OF EDINBURG, TX 415 WEST UNIVERSITY DR. EDINBURG, TX 78541 US - UNITED STATES	CITY OF EDINBURG, TX SOLID WASTE MANAGEMENT 8601 N. JASMAN ROAD EDINBURG, TX 78542 US - UNITED STATES ATTENTION: RAMIRO GOMEZ

CUSTOMER ID	CUSTOMER P.O.	PAYMENT TERMS	FREIGHT TERMS
CITEDI	641 QUOTE - SUMMARY	DUE UPON RECEIPT OF INVOICE	Freight Billed

SALES REP ID	SHIPPING METHOD	F.O.B.	SHIP DATE
	STANDARD TRUCK FREIGHT	SHIPPING POINT	2/27/2025

QUANTITY					T	UNIT	EXTENDED
ORD	SHP	BCK	PART ID	DESCRIPTION	X	PRICE	PRICE

BURN REPAIR PRELIMINARY ESTIMATE SUMMARY
WITH MAKING THE MACHINE ROAD-READY AT CUSTOMER'S LOCATION
WITH COMPLETING THE OPERATIONAL REPAIRS AT CW MILL EQUIPMENT FACTORY

QUOTE REQUESTED BY:
Sattie Peinado
Claims Specialist
Texas Municipal League Intergovernmental Risk Pool
Direct: 512-491-2358
Main: 512-491-2300 | Fax: 512-491-2366
sattie.peinado@tmlirp.org

THIS IS A GENERAL PRELIMINARY ESTIMATE ONLY - SUBJECT TO CONFIRMATION.
THIS ESTIMATE INCLUDES THE TIME AND MATERIALS REQUIRED FROM CW MILL EQUIPMENT TO MAKE THE MACHINE ROAD-READY - AT CUSTOMER'S LOCATION.
THIS ESTIMATE INCLUDES RIGGING, LIFTING, AND TRANSPORTATION EXPENSES FROM THE CUSTOMER'S LOCATION BACK TO THE CW MILL EQUIPMENT FACTORY.
THIS ESTIMATE INCLUDES THE ADDITIONAL REPAIRS TO MAKE THE MACHINE OPERATIONAL - AT CW MILL EQUIPMENT'S FACTORY.
THIS ESTIMATE INCLUDES THE TRANSPORTATION EXPENSES FROM THE CW MILL EQUIPMENT FACTORY BACK TO THE CUSTOMER'S LOCATION.
THE ACTUAL TIME, MATERIALS, & OTHER SERVICES WILL BE BILLED WEEKLY BASED ON ACTUAL USAGE.

A COMPLETE MACHINE INSPECTION HAS NOT TAKEN PLACE.
SOME FIRE DAMAGE MAY EXIST IN AREAS NOT ITEMIZED IN THIS OR ANY OTHER ESTIMATE PROVIDED BY CW MILL EQUIPMENT CO., INC.

THE MACHINE WAS A USED MACHINE PRIOR TO THE FIRE. NO ESTIMATE OR COMBINATION OF ESTIMATES PROVIDED BY CW MILL COMBINE TO REPRESENT AN ESTIMATE FOR A COMPLETE MACHINE REBUILD BACK TO NEW CONDITION IN ALL AREAS.
NO ESTIMATE PROVIDED BY CW MILL INCLUDES ANY REPAIRS TO THE ENGINE, RADIATOR, OR OTHER AREAS NOT LISTED.
NO CATERPILLAR ENGINE REPAIRS ARE INCLUDED IN ANY ESTIMATE PROVIDED BY CW MILL EQUIPMENT.
NO GROUND OR OTHER ENVIRONMENTAL CLEAN UP IS INCLUDED.
NO LEFTOVER SALVAGE PART REMOVAL OR DISPOSAL IS INCLUDED.

C. W. Mill Equipment, Inc.
14 Commerce Drive
Sabetha, KS. 66534
Phone 785-284-3454
Fax 785-284-3601

CUSTOMER ORDER

Order Number: **O25-02184-5**
Date: **2/27/2025**

Sold To
CITY OF EDINBURG, TX 415 WEST UNIVERSITY DR. EDINBURG, TX 78541 US - UNITED STATES

Ship To
CITY OF EDINBURG, TX SOLID WASTE MANAGEMENT 8601 N. JASMAN ROAD EDINBURG, TX 78542 US - UNITED STATES ATTENTION: RAMIRO GOMEZ

CUSTOMER ID	CUSTOMER P.O.	PAYMENT TERMS	FREIGHT TERMS
CITEDI	641 QUOTE - SUMMARY	DUE UPON RECEIPT OF INVOICE	Freight Billed

SALES REP ID	SHIPPING METHOD	F.O.B.	SHIP DATE
	STANDARD TRUCK FREIGHT	SHIPPING POINT	2/27/2025

PAYMENT TERMS:
MUNICIPAL PURCHASE ORDER REFERENCE REQUIRED AT TIME OF ORDER.
PROJECT TO BE BILLED THROUGH PROGRESSIVE INVOICES.
FULL PAYMENT IS DUE UPON RECEIPT OF EACH INVOICE & PRIOR TO SHIPMENT OF THE COMPLETED MACHINE FROM THE FACTORY.

QUANTITY ORD	QUANTITY SHP	QUANTITY BCK	PART ID	DESCRIPTION	TX	UNIT PRICE	EXTENDED PRICE
1.00	0.00	0.00		AXLE, WHEEL, AND BRAKE PARTS ALLOWANCE Ship by 2/27/2025		38,000.00	$38,000.00
1.00	0.00	0.00		BELLY CONVEYOR PARTS ALLOWANCE Ship by 2/27/2025		45,000.00	$45,000.00
1.00	0.00	0.00		STACKING CONVEYOR PARTS ALLOWANCE Ship by 2/27/2025		33,000.00	$33,000.00
1.00	0.00	0.00		MILL DRIVE PARTS ALLOWANCE Ship by 2/27/2025		52,000.00	$52,000.00
1.00	0.00	0.00		ELECTRICAL SYSTEM PARTS ALLOWANCE Ship by 2/27/2025		4,000.00	$4,000.00
1.00	0.00	0.00		HYDRAULIC SYSTEM PARTS ALLOWANCE Ship by 2/27/2025		83,000.00	$83,000.00
1.00	0.00	0.00		MILL BOX / ROTOR PARTS ALLOWANCE Ship by 2/27/2025		20,000.00	$20,000.00
1.00	0.00	0.00		PAINT MATERIALS ALLOWANCE Ship by 2/27/2025		15,000.00	$15,000.00
1.00	0.00	0.00		ROD PULL SYSTEM PARTS ALLOWANCE Ship by 2/27/2025		2,000.00	$2,000.00
1.00	0.00	0.00		FLUID & FILTER SERVICE PARTS ALLOWANCE Ship by 2/27/2025		9,000.00	$9,000.00

C. W. Mill Equipment, Inc.
14 Commerce Drive
Sabetha, KS. 66534
Phone 785-284-3454
Fax 785-284-3601

CUSTOMER ORDER

Order Number: **O25-02184-5**
Date: **2/27/2025**
Page: **3**

Sold To	Ship To
CITY OF EDINBURG, TX 415 WEST UNIVERSITY DR. EDINBURG, TX 78541 US - UNITED STATES	CITY OF EDINBURG, TX SOLID WASTE MANAGEMENT 8601 N. JASMAN ROAD EDINBURG, TX 78542 US - UNITED STATES ATTENTION: RAMIRO GOMEZ

CUSTOMER ID	CUSTOMER P.O.	PAYMENT TERMS	FREIGHT TERMS
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	STANDARD TRUCK FREIGHT	SHIPPING POINT	2/27/2025

QUANTITY ORD	QUANTITY SHP	QUANTITY BCK	PART ID	DESCRIPTION	T X	UNIT PRICE	EXTENDED PRICE
1.00	0.00	0.00		TUB DRIVE SYSTEM PARTS ALLOWANCE Ship by 2/27/2025		45,000.00	$45,000.00
1.00	0.00	0.00		RIGGING & CRANE ALLOWANCE Ship by 2/27/2025		10,000.00	$10,000.00
1.00	0.00	0.00		FREIGHT TO FACTORY ALLOWANCE Ship by 2/27/2025		10,000.00	$10,000.00
1.00	0.00	0.00		RETURN FREIGHT ALLOWANCE Ship by 2/27/2025		10,000.00	$10,000.00
1.00	0.00	0.00		IN-SHOP LABOR ALLOWANCE Ship by 2/27/2025		150,000.00	$150,000.00
1.00	0.00	0.00		TRAVEL & ON-SITE LABOR ALLOWANCE Ship by 2/27/2025		74,000.00	$74,000.00

SUB TOTAL $600,000.00

TOTAL ORDER AMOUNT $600,000.00

Packaged by:_____

Shipping Date:_____

Package Weight: _____**lbs.**

Package Dimensions:_____X_____X_____

CW MILL EQUIPMENT CO., INC. – TERMS AND CONDITIONS OF SALE - Except as otherwise expressly agreed in writing and signed by an authorized officer of CW Mill Equipment Co., Inc. ("Seller"), these terms and conditions shall solely govern all quotations covering purchase orders for and sales of products manufactured by Seller or Seller's parent, affiliates and subsidiaries (the "Products") as well as service relating to such Products if applicable, and any provision of the Buyer's order in addition to or inconsistent herewith shall be deemed waived by Buyer. Any acceptance by Buyer of Seller's offer to provide products is limited solely to the terms and conditions contained herein. All orders are subject to acceptance and approval by Seller. If in any way Seller's actions, conduct or silence would otherwise constitute an acceptance of Buyer's order or purchase agreement, any such acceptance is hereby limited to the terms and conditions herein, and is made conditional on Buyer's assent to these additional or different terms and waiver of Buyer's own additional or different terms.

PRICES:

1. Prices quoted are F.O.B. Seller's warehouse unless otherwise stated.
2. Prices quoted are for prompt acceptance and subject to change without notice at any time prior to receipt and acceptance of Buyer's order by Seller unless escalation terms are included heretofore in the quotation. Published prices of the Products are subject to change without notice and will be applied as in effect at shipment.
3. Prices exclude Federal, State or local taxes, use, excise, transportation, occupational or similar taxes. Buyer agrees to pay any such taxes applicable to the sale or use of the Product or, in lieu thereof. Buyer shall provide Seller with a tax exemption certificate acceptable to the relevant taxing authorities. The Buyer shall promptly reimburse the Seller for any such tax advanced or paid by the Seller in respect to such products.
4. Prices are subject to change if; buyer requests product changes or deviations from the specifications quoted after acceptance of buyer's order, or if the cost of production increases more than the 10% allowed in Sales Agreements with a PPI index adjustment clause.

TERMS OF PAYMENT:

1. The purchase price of the Products shall be payable, without deduction of any kind, within such period of time and according to such terms as provided in the invoice. A customer's failure to pay any invoice within defined terms may result in a refusal from CW to provide future sales and/or service including warranted items.
2. If payments are made late, Seller shall impose a monthly service charge which will not exceed one and one half percent (1 ½ %) of the total amount due. Acceptance of such service charge by Seller shall not constitute a waiver of any rights which Seller has because of non-payment by Buyer.
3. Buyer hereby agrees to pay all costs of collection, including reasonable attorney's fees, cost and expenses, and the costs if any, of financial or credit checks or investigations on accounts sixty (60) or more days past due.
4. All payments are to be U.S. funds unless prior written approval is received from CW. Ownership of all cash & non-cash payments shall pass to CW upon receipt with clear ownership title to all forms of approved payment guaranteed by the purchaser that is providing the payment.
5. Any granted credit that is a result of any CW approved product return shall be paid only in the form of a CW customer account credit available for use as payment on other purchases. Any failure by the customer to pay billed invoices within defined terms shall be cause for CW to withhold any warranted item.

TITLE AND RISK OF LOSS:

1. Delivery of the Products to a carrier by Seller, consigned to Buyer, shall constitute transfer of title, ownership, possession and risk of loss or damage to the Products and such carrier shall thereafter be deemed to be acting for Buyer. Seller assumes no obligation whatsoever with respect to damage in transit.
2. All claims for damage or loss after delivery of the Products to the carrier must be made by Buyer to the carrier, but Seller will provide all reasonable assistance in securing a satisfactory adjustment of such claims.
3. New & Unused parts stocked & sold by CW are only eligible for return with prior written approval from CW. Consideration for return of new parts is limited to 30 days from date of shipment for items kept in new, complete, and undamaged condition. A restock fee may be charged by CW in conjunction with any return request. Used, non-stock, custom-made, and/or custom-purchased items are not eligible for return. New grinder units (tub or horizontal) are not returnable. Insurance: After receipt of the Products, Buyer will maintain, as long as any part of the purchase price of the Products remains unpaid or until all servicing of the Products is completed, sufficient insurance in Seller's favor to provide full coverage of damage or loss by fire, theft, negligence of Buyer's employees or other causes. The insurance will also cover tools, testing equipment and other property brought onto Buyer's premises temporarily by Seller's field or service personnel.

DELIVERY AND SHIPPING SCHEDULE:

1. Delivery of the Products shall be as specified in Seller's acceptance of Buyer's order.
2. Seller shall not be liable for unavoidable delays in delivery or service caused indirectly or directly or in any manner by fires, flood, accidents, riots, Acts of God, war, governmental interference, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of those specified herein) either beyond its control or which it cannot remedy without great economic hardship.
3. In no event shall the contract of sale be subject to cancellation by Buyer as a result of delays in delivery or servicing or for any other cause, except by mutual written agreement (see termination and cancellation provisions below).
4. No penalty for late performance may be assessed against Seller unless agreed upon in writing when Buyer's order is placed.
5. Seller shall not be liable for any special or consequential damages as a result of delay in shipment or servicing.
6. Seller reserves the right to make partial shipments and to submit invoices for such partial shipment in accordance with Seller's standard terms.

CW MILL LIMITED WARRANTY INFORMATION GENERAL DISCLOSURES: See separate page for specific warranty statement details related to each individual item with a warranty.

1. CW mill warranties, when present, are defined in writing and come with limitations. CW warranties are individual product specific, and warranty arrangements may vary for different items within a sales transaction. CW warranty statements do vary with the specific type of product that is being sold, & some items are sold without any warranty. Customers may make a written request for a copy of the applicable warranty statement related to any warranted product that they are purchasing at any time before or during the warranty period.
2. Warranty related terms, conditions, & limitations are to be defined in the individual written statements. The absence of a written warranty statement associated with an item shall result in a transaction without warranty such that the item is sold AS-IS with no return. All new grinder units that are to be warranted in any way shall have a written, serial number specific warranty statement from CW Mill associated with its sale defining the timeline, machine hour limits, & other limitations. CW Mill's written warranty statements are exclusive & expressly in lieu of all other warranties, written, oral, implied, or statutory including but not limited to expressed or implied warranties of merchantability or fitness. In addition, seller shall not be liable for any loss, damage, or injury of any nature, whether direct, indirect, or consequential in connection with or resulting from the purchase, use, resale, or sale of output products.
3. There is no warranty on parts subjected to wear, impact, or friction, such as belts, hoses, hammer tips, hammers, screens, rotors, shear bars, mill components, bearings, chains, sprockets, etc. Parts and equipment whose original manufacturer's warranty should apply are also excluded from any available warranty from CW Mill. Any available warranty will be in effect only for those items that are properly maintained and serviced according to the technical data sheet.
4. Some materials, components, and products may be sourced from the global market.
5. Some materials may be manufactured with the use of recycled ingredients.
6. No warranty is made as to products which have not been installed, used, or maintained in accordance with Seller's instructions, or which have been subject to misuse, abuse, accident or alteration or improper on negligent use, maintenance, storage, transportation, or handling.
7. No warranty is provided on parts or labor used in diagnostic or troubleshooting maneuvers. No warranty of any kind is provided for areas outside the scope of any technical service that may be provided. Work on one area, component, or system does not provide any type of certification or fitness approval for any other area or component within a larger system.
8. Unless defined in writing & signed by seller, Used, Pre-owned, & Rebuilt Grinders, Parts, & Equipment are sold without Warranty and are sold "AS IS" with no return.
9. Other than HogZilla®, ArmorHog®, DynaHog®, NitroGrit™, and CW Mill™, all other product names, logos, brands, and other trademarks shown or referred to are the property of their respective trademark holders who may not sponsor, endorse, or approve our products or sales materials.
10. CW Mill reserves the right to make changes and / or improvements to its product offering up to the point of shipment and to the end of any applicable warranty period within the confines of applicable quotations and / or sales orders made specifically for the purchaser defining specific product configurations required in the sale. Other product variances may occur between similar past, present, & future units. Product configurations and design standards for all CW Mill products are subject to change without notice. CW Mill design evolution and / or product variance are not cause for warranty upgrade or change unless deemed necessary at the sole judgment of CW.
11. Unless otherwise agreed in writing and signed by the Seller, no warranty is made regarding the fitness of Products for any particular Buyer application or use.
12. Purchaser is responsible for determining and achieving compliance to all regulatory issues that apply to their use of all Products.
13. CW Mill reserves the right to revise any warranty statements that may be pre-packaged with products prior to sale. The applicable warranty statement will be the previously recorded revision closest to the date of associated invoice.

ASSIGNMENT: Buyer shall not assign his order or any interest therein or any rights hereunder without the prior written consent of Seller.

CANCELLATION: Seller shall have the right to cancel an order if at any time Buyer does not strictly comply with all the terms & conditions contained herein or if Buyer's credit standing is any time disapproved by Seller by giving written notice of this decision to Buyer. The notice shall be effective when mailed. Contracts shall not otherwise be subject to cancellation without Seller's written consent. If cancellation of an unfinished contract is accepted in writing by Seller, Buyer agrees to pay without delay the full contract price for all delivered Products, cancellation charges for any unfinished portion of the contract (taking into account actual expenditures by Seller, including, but not limited to, overhead charges) and reasonable profit on the unfinished portion of the contract.

GENERAL: In the event of breach or repudiation by Seller, Buyer shall not be entitled to incidental or consequential damages for loss of use. The transaction between Buyer & Seller shall be governed by the laws of the State of Kansas. No agent, salesman, or distributor has any authority to obligate Seller by any terms, stipulations or conditions not herein expressed. Neither the warranty nor any other provision stated herein entitles Buyer or any third party to damages, direct or consequential for personal injury arising from the installation, operation, servicing or use of the Products and Buyer agrees to assist the Seller and to hold the Seller harmless in effectuation of this provision. Buyer should advise Seller immediately of anything herein which Buyer does not assent to as a term or condition.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
CONSENT AGENDA
Agenda Item No: 10.B.
Agreement with City of San Juan

1. **Agenda Item:**
Consider Approving an Interlocal Agreement Between the City of Edinburg and the City of San Juan of San Juan, Texas for the Disposal of Non-Hazardous Solid Waste (Debris/Bulk/Brush) at the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
Staff is requesting City Council approval of an agreement between the City of Edinburg and the City of San Juan of San Juan, Texas for the disposal of Non-Hazardous Solid Waste (Debris/Bulk/Brush) for a ten (10) year term; which shall be automatically extended for an additional five-year term at mutually agreed upon rates. The Agreement shall commence on March 18, 2025 and conclude on December 31, 2035.

The agreed-upon rate of disposal for this contract $18.77 per ton for Municipal Waste, $17.50 per ton for Construction/Demolition/Brush, and $14.00 per ton for Sludge. The City of San Juan's current expected disposal trend is 18,000 tons per year based on population estimates. This waste stream will not significantly impact either Landfill's current life expectancies, which are currently between sixty (60) years and twenty-four (24) years respectively.

Projected gross revenue from this acceptance is expected to be in excess of $500,000 per year. This agreement, if approved, will become effective immediately after its execution, but with initial use slated for March 18, 2025.

Staff has verified that no monies are owed to the City by the City of San Juan of San Juan, Texas.

3. **Staff's Recommendation:**
Approval of Interlocal Agreement between the City of Edinburg and the City of San Juan of San Juan, Texas for the Disposal of Non-Hazardous Solid Waste (Debris/Bulk/Brush) at the Edinburg Regional Sanitary Landfill Facility.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:
A. Agreement - City of San Juan

STATE OF TEXAS § **WASTE DISPOSAL AGREEMENT BETWEEN**
COUNTY OF HIDALGO § **CITY OF EDINBURG AND**
CITY OF EDINBURG § **CITY OF SAN JUAN**

This Agreement is made February 25, 2025 by and between **CITY OF SAN JUAN**, a municipal Texas corporation with offices situated at 512 South Nebraska Ave., San Juan, Texas 78589, Hidalgo County, Texas ("**COSJ**"), and the City of Edinburg, a municipal home-rule Texas corporation situated in Edinburg, Hidalgo County, Texas ("**COE**"), owner and operator of the Department of Solid Waste Management - Waste Collection and Disposal Services, situated at 8601 North Jasman Road in Edinburg, Texas ("SWM"), pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, COSJ desires to contract with the **COE** for the handling, processing and/or disposal of non-hazardous solid waste material(s), subject to the terms and conditions of this Agreement; and

WHEREAS, the accumulation of garbage, litter, rubbish, junk and other deleterious substances constitutes a public hazard and nuisance; greatly increasing the danger of the spread of infectious, contagious and epidemic diseases; and

WHEREAS, **COSJ** collects and/or arranges for disposal of non-hazardous solid wastes from within **COSJ**; and

WHEREAS, **COSJ** requires the handling, processing or disposal of such garbage, litter, rubbish, junk and other deleterious substances; and

WHEREAS, **COE** owns and operates a landfill, more specifically a Regional Type I and Type IV Sanitary Landfill(s) (the "Landfill"), pursuant to Permit No. 956C and/or Permit No. 2302, issued by the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, **COE** has the capability and capacity, for the collection and disposal of such garbage, litter, rubbish, junk and other deleterious substances.

NOW, **THEREFORE**, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, the **COE** and **COSJ** agree as follows:

I. OBLIGATIONS OF CITY OF EDINBURG

A. Type of Waste: During the term of this Agreement, **COE** shall accept for disposal at the Landfill

non-hazardous solid waste delivered to the Landfill from **COSJ**, including, but not limited to, trash, scrap food, leaves, grass, brush, bottles, cans, cardboard boxes, glass, and small dead animals (hereinafter said acceptable solid waste referred to as the "Waste Material"), but excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous waste. In addition, the **COE** will not accept for disposal any liquid waste, or any article exceeding one (1) cubic yard in size, or any matter in violation of its operating permit. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency ("EPA") or any agency of the State of Texas pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including future amendments thereto, and any applicable state or federal regulations or laws. Title to the Waste Material delivered to the Landfill shall be transferred to and rest with **COE** at the time the Waste Material is unloaded at the working face of the Landfill. All risks and responsibilities associated with the Waste Material shall be borne by **COSJ** until the time the Waste Material is unloaded at the working face. If unacceptable material is delivered to the Landfill, it shall be the sole responsibility of **COSJ**, under the **COE**'s or its representative's direction, to contract the removal, hauling and disposal of the unacceptable material to an approved disposal site at the expense of **COSJ**. If fines, penalties, or other similar assessments ("Fines") are levied against the **COE** by any governmental, regulatory, or other similar entity due to **COSJ**'s noncompliance, **COSJ** shall pay such Fines.

B. Compliance: Edinburg agrees to accept from **COSJ** for disposal at the Landfill all Waste Material delivered from **COSJ**. **COE** agrees to operate in compliance with all applicable laws and regulations.

C. Hours of Operation: The minimum hours of operation of the Landfill shall extend from **7:00 a.m.** to **6:00 p.m.**, **Monday** through **Friday**, and **7:00 a.m.** to **1:00 p.m.** on **Saturdays**. Edinburg agrees to accept Waste Material transported from **COSJ** to the Landfill at all other times, at **COSJ's** request, subject to payment by **COSJ** of an additional sum per ton for such "**off-hour**" operations as provided in **Paragraph II-E**. **COSJ** shall notify **COE** at least 24 hours in advance of such a request.

II. OBLIGATIONS OF CITY OF SAN JUAN

A. Rates for Disposal: **COSJ** agrees to deliver to the Landfill for disposal all non-hazardous solid waste which is collected, processed or produced by **COSJ**. Individual vehicle billing shall be based on tare weight.

COSJ agrees to pay **COE** the following all-inclusive sums for such disposal:

1. **Municipal Solid Waste----------$18.77 per ton (including all state fees and taxes)**

2. **Construction/demolition/brush----------$17.50 per ton (including all state fees and taxes)**

3. **Sludge ----------$14.00 per ton**

4. **TIRES IN WASTE STREAM AS FOLLOWS:**

    1. **Passenger (16" wheel size or less) ----------$ 5.00 each**

    2. **Truck (17" to 24" wheel size) ----------$ 8.00 each**

    3. **Tractor (25" to 30" wheel size) ----------$ 20.00 each**

    4. **Heavy Equipment (over 30" in size) ----------$ 150.00 each**

5. **TIRES DELIVERED:**

    1. **Tires 20 yard open top ----------$ 377.00 each**

    2. **Tires 30 yard open top ----------$ 395.00 each**

    3. **Tires 40 yard open top ----------$ 490.00 each**

B. Class II, RACM, dry sludge's, or other regulated wastes for which **COE** possesses TCEQ acceptance authorization may be accepted at a rate formally approved by letter of agreement by both entities.

C. Prior to initial acceptance and re-evaluation, all Class II Waste or other regulated wastes shall be tested and the resulting analytical constituent data re-evaluated once a year, or as requested by the **COE**, for compliance with the City of Edinburg Landfill's Special Waste Acceptance Plan, prior to its acceptance or continued acceptance, every December 1.

D. **Adjustments to Rates:** Such rates may be adjusted to reflect any increase or decrease in the cost of operations. Such rate adjustments may occur every **twelve (12) months**, on each anniversary date of this Agreement. Such rate adjustments shall be reflected by fluctuations in the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) ("**CPI-**

U"). Beginning with year one (**1**) of this Agreement, and continuing every subsequent year during the term of this Agreement, the rates identified in Paragraph II.A, may be adjusted based on the percentage change in the CPI Index pursuant to the fluctuation of the All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted; however, in no event shall the Rates fall below the initial Rates specified in **Paragraph II; Sections A&B**. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI-U) to **COSJ** so that **COSJ** may adjust their budget accordingly. Additionally, such rates may be adjusted to reflect any changes in local, state, or federal regulations governing the operation of the Landfill that become effective or are implemented after the execution and delivery of this Agreement, and any new taxation or extraordinary factors relevant to the operation of the landfill.

E. **Transportation Costs:** **COSJ** shall pay all its costs necessary to collect and transport the Waste Material to the Landfill.

F. **Off-Hours Disposal:** **COSJ** shall pay **COE** an amount per ton of Waste Material disposed of at the Landfill during off-hours at a rate equal to **120 percent** of the normal contract rate in effect at such time. Off-hour rates would not be applicable under a natural disaster emergency, provided **COE** has authorization from TCEQ for such emergency situation.

III. TIME OF BILLING AND PAYMENT

COE shall bill **COSJ** for all amounts due for disposal at the Landfill at the end of the month in which services are performed. **COSJ** shall pay all invoices received no later than **thirty (30) days** following receipt.

IV. TERM OF AGREEMENT AND TERMINAT1ON

A. Term. This Agreement shall be for an initial term, effective on March_____, **2025**, and shall continue in full-force and effect through **December _____ , 2035**. This Agreement shall automatically be extended for an additional **five-year term** at the then current rates pursuant to the terms of this Agreement or at mutually agreed upon rates, unless either party notifies the other party in writing, not less than **sixty (60) days** prior to the expiration of the Agreement term, of its intention to terminate this Agreement, at which time both parties shall have a minimum of **two (2) years** to effectively manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste.

B. Termination. This Agreement may be terminated by either party without cause upon sixty (60) days written notice prior to the end of the original or any renewal term, at which time both parties shall have a minimum of **two (2) years** to effectively manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste. This Agreement shall terminate automatically if: **(1)** the Landfill is filled to capacity; **(2)** if for any reason whatsoever, **COE** is permanently prevented from accepting Waste Material for disposal at the Landfill due to causes over which it has no control; or **(3) COSJ** is prohibited by any federal or state law from disposing of Waste Material at the Landfill. Additionally, if **COSJ** fails to promptly make payments for amounts due hereunder, or if either party shall violate any laws, ordinances or governmental regulations or materially breach any provisions of this Agreement, the non-breaching party may terminate this Agreement by giving written notice of default to the other party and if the defaulting party fails to cure such default within 30 days after receipt of such notice (provided, if such default is of a nature that it cannot be cured within such 30 day period). The non-defaulting party shall not have the right to terminate this Agreement if the defaulting party commences the curing of such default within such 30 day period, and diligently pursues the curing thereof.

C. Appropriations. In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees; however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't. Code. Ann. 271.903.

V. INSURANCE

A. <u>City of Edinburg's Obligations:</u> COE shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the minimum amount of **$500,000** (with a deductible there under of not more than **$250,000**), covering the operation and maintenance of the Landfill. If requested, **COE** shall furnish **COSJ** with a certificate evidencing such insurance coverage. **COE** shall notify **COSJ** of the cancellation of or any material change in such insurance coverage.

B. <u>City of San Juan's Obligations:</u> COSJ shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the amount of **$500,000** (with a deductible there under of not more than **$250,000**), covering **COSJ**'s transportation of the Waste Material. If requested, **COSJ** shall furnish **COE** with a certificate

evidencing such insurance coverage. **COSJ** shall notify **COE** of the cancellation of or any material change in insurance policy.

VI. DEFENSE, HOLD HARMLESS AND INDEMNITY CLAUSE

A. **General Indemnification:** To the extent permitted by law, **COE** and **COSJ** agree that should an act and/or omission of either party cause or incur, directly or indirectly, damage, loss, destruction, liability or claims against the other party as a result of willful misconduct or negligence, the party who so acted or failed to act shall assume and pay for any and all defense in said matter, hold harmless and indemnify the other party from any and all loses, obligations, liabilities, causes of action, lawsuits, damages or assessments, as a result of said party's acts and/or omissions, including reasonable expenses and legal fees, to the extent caused by the negligent act or omission of such party.

B. **Limitation of Liability:** **COE** and **COSJ** agree to limit liability arising from either party's acts, errors, or omissions such that the total liability of either party shall not exceed the total annual fees paid by **COSJ** to **COE** pursuant to the terms of this Agreement during the earliest year in which the act(s), error(s), or omission(s) occurred giving rise to liability. Neither **COE** nor **COSJ** will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, even if **COE** or **COSJ** 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 **COE** or **COSJ** liability, regardless of the cause of action under which such damages are sought

C. **Waste Material Indemnification:** Notwithstanding the foregoing, **COSJ** agrees that if it delivers or causes to be delivered to the Landfill any waste material or product excluded from the definition of Waste Material in **Paragraph I-A**, **COSJ** shall assume and pay for all reasonable costs and expenses necessary to locate, isolate, remove from the Landfill and properly dispose of such waste. Further, **COSJ** shall defend, indemnify, and hold harmless **COE** from any and all losses, liabilities, damages, claims, penalties, fines or litigation expense arising from and caused by aforesaid described delivery of such excluded waste. This indemnification shall survive this Agreement and be enforceable as a separate agreement in the event such indemnification becomes necessary.

VII. INDEPENDENT STATUS

It is agreed and understood that each party hereto is considered an independent contractor. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed; either expressed or implied a joint venture or partnership.

VIII. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to, strikes, riots, war, fire, acts of God, weather, compliance with any law, regulation or order, of the United States of America or any other governmental body or instrument thereof, whether now existing or hereafter created.

IX. SUCCESSORS AND ASSIGNS

COE and **COSJ** 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 the **COE** nor **COSJ** shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

X. GENERAL AND ADMINISTRATIVE PROVISIONS

A. **Authority:** Each party represents to the other that this Agreement, the transaction contemplated herein, and the execution and delivery hereof, has been duly authorized by all necessary proceedings and actions.

B. **Time Limit:** Time is of the essence of this Agreement; and accordingly, all time limits shall be strictly construed and enforced.

C. **No Waiver:** The failure or delay in the enforcement of the rights detailed therein shall not constitute a waiver of those rights or be considered as a basis for estoppel. The parties may exercise their rights herein despite said delay or failure to enforce said rights.

D. **Dispute or Contest:** In the event that a dispute occurs or an action in law or equity arises out of the operation, construction or interpretation of this Agreement, the party prevailing shall be entitled to reasonable attorney's fees and cost arising there from.

E. **Paragraph Headings:** The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.

F. **Choice of Law and Venue:** This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

G. **Severability and Survival:** If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect, unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be terminated. The provisions of paragraphs **I-A, IV-B, V-A, V-B, VI-A, VI-B**, and **VI-C** shall specifically survive the expiration or termination of this Agreement and any renewal thereof.

H. **Notices:** All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party to whom notice is to be given at the address set forth below or to such address as either party hereto may designate to the other by notice from time to time for this purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

XI. MISCELLANEOUS

A. **Disposal:** Residential and Commercial Refuse will be collected, transported, and deposited at THE CITY OF EDINBURG REGIONAL SANITARY LANDFILL FACILITY, LOCATED AT 8601 NORTH JASMAN ROAD EDINBURG, TEXAS 78542.

B. **Emergencies:** **COE** agrees to use commercially reasonable efforts to assist **COSJ** in the event of an emergency situation on such terms and conditions as may be mutually agreed between **COE** and the **COSJ**.

C. **Hauling:** All Residential, Commercial and Brush Refuse hauled by **COSJ** shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.

D. **Notification:** **COE** shall notify the **COSJ** and all Customers about complaint procedures, regulations and days for scheduled Residential Refuse collection.

E. **Licenses:** **COE** shall, at **COE**'s expense, obtain all licenses and permits necessary for the performance of **COE**'s services.

XII. ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of the Parties. 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 paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas

IN WITNESS WHEREOF, EXECUTED by **Edinburg** and **City of San Juan** acting under the authority of their respective governing bodies in Duplicate Originals on the date indicated above.

CITY OF SAN JUAN

512 S. NEBRASKA AVE.
SAN JUAN, TEXAS 78589
PHONE: (956) 223-2200;
FAX (956) 787-5978

BY:_____
Mario Garza, Mayor
City of San Juan

Date: 2/25/2025

ATTEST:

By:_____
Brenda Escalante, City Secretary

APPROVED AS TO FORM:

By:_____
Palacios, Garza & Thompson, P.C.
City Attorney

CITY OF EDINBURG

P.O. BOX 1079
EDINBURG, TEXAS 78540
PHONE:(956) 383-5661;
FAX (956) 383-7111

BY:_____
Ramiro Garza, Jr., Mayor
City of Edinburg

Date:_____

ATTEST:

By:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By:_____
Josephine Ramirez
City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
CONSENT AGENDA
Agenda Item No: 10.C.
Purchase of TOPCOAT an Alternative Daily Cover (ADC)

1. **Agenda Item:**
Consider Authorizing the Purchase of TOPCOAT an Alternative Daily Cover (ADC) from Profile Products, LLC of Buffalo Grove, Illinois in the Amount of $23,700.00. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
Staff is requesting authorization to proceed with the purchase of TOPCOAT an alternative daily cover for use at the Edinburg Regional Sanitary Landfill.

In order to control disease vectors, fires, odors, windblown litter or waste, and scavenging, the facility applies earthen material or an approved alternative daily cover material (ADC), to the active disposal area, as required by Title 30 of the Texas Administrative Code; Chapter 330 and its subsequent subchapters. Alternate covers are used in lieu of earthen material when it is unfeasible to transport soil to the working area, thus allowing the facility to remain compliant to its permit obligations.

TCEQ Permit MSW-956C, Part IV, Appendix F, Alternate Daily Cover Operating Plan, specifies the specific type of Alternative Daily Cover (ADC) material that has been authorized for use at this site. TOPCOAT, exclusively sold by Profile Products, LLC, adheres to the specifications set forth in our permit requirements, allowing the facility to continue to meet permit obligations and applicable local, state, and federal regulations.

Staff has verified that no monies are owed to the City by Profile Products, LLC of Buffalo Grove, Illinois.

3. **Staff's Recommendation:**
Approve authorizing the Purchase of TOPCOAT an Alternative Daily Cover (ADC) from Profile Products, LLC of Buffalo Grove, Illinois in the Amount of $23,700.00.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:
A. Letter of Certification
B. Quotation

February 5, 2025

Director, Ramiro L. Gomez
City of Edinburg
8601 N. Jasman RD
Edinburg, TX 78542

Re: Letter of Certification, TOPCOAT® Alternative Daily Cover (ADC) for City of Edinburg Landfill

Dear Director Gomez,

This letter is to certify that Profile Products, LLC manufactures the product marketed as TOPCOAT® Alternative Daily Cover (ADC). TOPCOAT is made in the USA, has been subjected to Profile Product's Quality Assurance and Quality Control program and is manufactured to meet or exceed all technical and packaging requirements listed on the label.

Additionally, TOPCOAT is composed of cellulose fibers and proprietary wetting agents, including a blend of high-viscosity colloidal polysaccharides with cellulose and mineral binders that are unique to the industry and exclusively manufactured by Profile Products.

Please contact me at (720) 620-1079 or tcroke@profileproducts.com if you need additional information or have questions regarding this product.

Sincerely,

Todd Croke

Todd Croke, CPESC
Technical Services Manager
Profile Products LLC

This letter of certification or compliance has been specifically developed for the above referenced project or general specification. This document is not to be reproduced, modified, or used otherwise without the expressed written consent of Profile Products LLC.

Profile®
Solutions for your Environment™

City of Edinburg
8601 Jasman Rd
Edinburg, TX 78542
Attn: Director Ramiro L Gomez

Dear Mr. Gomez:

Thank you for inquiring about a quote for TOPCOAT for your ADC needs. The following is a breakdown for cost:

TOPCOAT	$24.66 bag	880 bags per truck
Freight	$2000.00	Van Trailer
Total Cost for Truckload	$23, 700.00	

If you have any questions, please reach out to me at 330-209-3272.

Thank you.

Jeff Ward
Profile Products

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
CONSENT AGENDA
Agenda Item No: 10.D.
Purchase of six (6) Police Light Packages

1. **Agenda Item:**
Consider Authorizing the Purchase of Six (6) Police Light Packages for the Police Department's 2024 Chevy Tahoes from South Texas Communications Through the Local Government Purchasing Cooperative (Buyboard) in the Amount of $45,436.00. [Jaime Ayala, Chief of Police]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Staff is requesting the purchase of six (6) Police Light Packages, which will include installation through South Texas Communications, for a total cost of $45,436.00.

Projected delivery is within 60 days of Purchase Order issuance.

Funding in the amount of $7,573 is available through 24-25 TCSA Expense Account 112-2000-585322-US Dept of Treasury and in the amount of 37,863 from the FY 2024-2025 General Fund Operating Budget, Police Department, Motor Vehicle Maintenance Account 100-2000-513300.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of Six (6) Police Light Packages for the Police Department's 2024 Chevy Tahoes from South Texas Communications Through the Local Government Purchasing Cooperative (Buyboard) in the Amount of $45,436.00.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Rogelio Garcia, Special Services Manager

Attachments:
A. STC Quote# 25-100049
B. STC Sam.gov
C. STC Buyboard Contract Info

SOUTH TEXAS COMMUNICATIONS

709 E. PECAN MCALLEN, TEXAS 78501 PHONE: 956-687-8591 FAX: 956-687-1735

PROPOSAL

QUOTE # : 25-100049 **363** **2/28/2025**

EDINBURG CITY OF
POLICE DEPARTMENT
1702 S CLOSNER BLVD
EDINBURG, TX 78539

ATTN: CHIEF JAIME AYALA
PH : 956-289-7769
FAX :
MOBILE: 956-289-7701
EMAIL: JAIMEAYALA@CITYOFEDINBURG.COM
USER CONTACT CHIEF JAIME AYALA
USER PHONE 956-289-7769
USER EMAIL JAIMEAYALA@CITYOFEDINBURG.COM

BUY BOARD
698-23

ITEM	MODEL	DESCRIPTION	QTY	LIST	EACH	AMOUNT
		(6) CHEVY TAHOE				
1	MPS63U-RBW	TRI COLOR,18-LED,RED/BLUE/WHITE - PUSHBUMPER	24	$ 229.00	$ 206.10	$ 4,946.40
2	MPSM6-LB	L BRACKET	24	$ 19.00	$ 17.10	$ 410.40
3	MPS63U-RBW	TRI COLOR,18-LED,RED/BLUE/WHITE - SIDE MIRRORS	12	$ 229.00	$ 206.10	$ 2,473.20
4	MPSW9X-RBW	LEDS,RED/ BLUE/WHITE WIDE ANGLE - SIDE MIRRORS	12	$ 283.00	$ 254.70	$ 3,056.40
5	MPSMW9-TAH21MIR	PAIR OF SIDE MIRROR BRACKETS	12	$ 64.00	$ 57.60	$ 691.20
6	MPS63U-RBW	TRI COLOR,18-LED,RED/BLUE/WHITE - RUNNING BOARD - 2 EACH SIDE	24	$ 229.00	$ 206.10	$ 4,946.40
7	ELSD-TAH21RBW	D-PILLAR SYSTEM R/B/W - 2021-2024 TAHOE	6	$ 2,414.00	$ 2,172.60	$ 13,035.60
8	MPSM6-TA21RS	PAIR OF SPOILER BRACKETS, EACH BRACKET HOLDS (3) MPS6U LIGHTS, CHEVROLET TAHOE, 2021-2024	6	$ 230.00	$ 207.00	$ 1,242.00
9	MPS63U-RBW	TRI COLOR,18-LED,RED/BLUE/WHITE - SPOILER	36	$ 229.00	$ 206.10	$ 7,419.60
10	MPS123U-RBW	TRI COLOR (36) LEDS. RED/BLUE/WHITE - LICENSE PLATE	12	$ 272.00	$ 244.80	$ 2,937.60
11	XSM2-BRW-US	XSTREAM,DUAL,BRW,US - REAR QTR WINDOW	12	$ 507.00	$ 456.30	$ 5,475.60
12	416300-RW	FLUSH MOUNT, DUAL-COLOR, (6) LED, RED/WHITE - BUMPER	12	$ 126.00	$ 113.40	$ 1,360.80
13	416300-BW	FLUSH MOUNT, DUAL-COLOR, (6) LED, BLUE/WHITE - BUMPER	12	$ 126.00	$ 113.40	$ 1,360.80
14	L.HK	HARDWARE KIT	6	$ 150.00	$ 150.00	$ 900.00
15	FREIGHT	FREIGHT	1	$ 94.00	$ 94.00	$ 94.00
16	L.S.B	INSTALLATION-PROGRAMMING-SERVICES	1	$ 14,310.00	$ 14,310.00	$ 14,310.00
		TOTAL EQUIPMENT				**$ 64,660.00**
		LEGACY CUSTOMER DISCOUNT				$ (19,224.00)
		TOTAL				**$ 45,436.00**

QUOTE TERMS AND CONDITIONS :

1	OFFER GOOD THROUGH	**1/16/2025**
2	ESTIMATED DELIVERY	**10 - 45 DAYS**
3	QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.	
4	THIS OFFER IS FOR BUDGETARY PURPOSES ONLY AND IS NOT AN OFFER FOR SALE.	
5	UNLESS OTHERWISE STATED, PAYMENT DUE WITHIN TEN (10) DAYS AFTER INVOICE.	
6	ORDERED EQUIPMENT MAY BE RETURNED FOR A FULL REFUND, LESS A 20% RESTOCKING FEE, IF THE EQUIPMENT IS RETURNED UNUSED AND UNDAMAGED IN ITS ORIGINAL PACKAGING WITH IN 30 DAYS AFTER DELIVERY.	
7	STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT.	
8	STC DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS,EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.	
9	EXTENDED WARRANTY OR MAINTENANCE AGREEMENT MAY BE AVAILABLE AT AN ADDITIONAL COST UPON REQUEST AND SHOULD BE ADDED AT TIME OF PURCHASE.	
10	STC'S TOTAL LIABILITY ARISING FROM ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL STC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.	
11	THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.	
12	TERMS AND CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.	
13	PROPOSAL PRICING AS WRITTEN. VARIATIONS MAY SUBJECT PROPOSAL TO PRICING CHANGES.	
14	CUSTOMER REQUIRED TO PROVIDE THE FOLLOWING:	
	C PURCHASE ORDER	

PROPOSED BY	_____
PRINTED NAME	_____
TITLE:	_____
DATE:	2/28/2025

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY STC, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE:	_____
PRINTED NAME	_____
TITLE:	_____
PURCHASE ORDER #	_____
DATE:	_____/_____/_____

SAM.GOV®

SOUTH TEXAS COMMUNICATIONS INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
GMF8NXCRE3Q3	**3Z1R6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 10, 2026**	
Physical Address	Mailing Address	
709 E Pecan BLVD **Mcallen, Texas 78501-5712** **United States**	**P.O. Box 3712** **Mcallen, Texas 78502-3712** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 12, 2025	**Feb 10, 2025**	**Aug 16, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 25, 1982	**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

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3Z1R6**

Points of Contact

Electronic Business

James L Ewing, Mr

P.O. Box 3712
Mcallen, Texas 78502
United States

Sid Basaldua

P.O. Box 3712
Mcallen, Texas 78502
United States

Government Business

James L Ewing, Mr

P.O. Box 3712
Mcallen, Texas 78502
United States

Sid Basaldua

P.O. Box 3712
Mcallen, Texas 78502
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**811210**	**Electronic And Precision Equipment Repair And Maintenance**
	334220	**Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing**
	423620	**Household Appliances, Electric Housewares, And Consumer Electronics Merchant Wholesalers**
	423690	**Other Electronic Parts And Equipment Merchant Wholesalers**
	811198	**All Other Automotive Repair And Maintenance**

Product and Service Codes

PSC	PSC Name
5836	**Video Recording And Reproducing Equipment**
5840	**Radar Equipment, Except Airborne**
5965	**Headsets, Handsets, Microphones And Speakers**
5985	**Antennas, Waveguides, And Related Equipment**
5995	**Cable, Cord, And Wire Assemblies: Communication Equipment**
5996	**Amplifiers**
5998	**Electrical And Electronic Assemblies, Boards, Cards, And Associated Hardware**
6140	**Batteries, Rechargeable**
6145	**Wire And Cable, Electrical**

Disaster Response

This entity does not appear in the disaster response registry.

Vendor Contract Information Summary

Vendor	South Texas Communications, Inc.
Contact	Sid Basaldua
Phone	956-687-8591
Email	info@stcradios.com
Vendor Website	www.stcradios.com
TIN	75-1829954
Address Line 1	709 E. Pecan Blvd.
Vendor City	McAllen
Vendor Zip	78501
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	1
States	Texas
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
CONSENT AGENDA
Agenda Item No: 10.E.
Facilities Use Agreement for Law Enforcement Agencies

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Facilities Use Agreement for Law Enforcement Agencies Between the City of Edinburg and South Texas College. [Jaime Ayala, Chief of Police]

2. **Description:**
South Texas College, STC, operates the South Texas College Police Academy. STC owns and operates certain facilities and equipment located at the Regional Center for Public Safety Excellence, 3901 S. Cage Blvd., Pharr, Texas (the "Facilities"). The Facilities include the following components and capabilities:

i) Classrooms with Technology;
ii) Firearms Scenario-Based Simulator Training;
iii) Driver Skills Pad;
iv) Driver Simulator Training;
v) Emergency Vehicle Operation Course;
vi) Target Range Qualifier Simulator Training; and
vii) Two-Story Residential Fire-Training Structure.

These components and capabilities are available, individually or collectively, in any combination, for use by the City of Edinburg pursuant to the terms of this Agreement.

STC agrees that it shall reserve for the use of the City of Edinburg those components and capabilities of the Facilities for the purposes of training and/or educational activities to be conducted by the City of Edinburg for the benefit of City of Edinburg participants on the terms and conditions specified in this Agreement. The City of Edinburg shall pay STC a fee for the use of the Facilities. No fees will be charged if training is held in accordance with the Memorandum of Understanding between the City of Edinburg and STC for Continuing Education Units for Law Enforcement Training.

This Agreement is effective as of February 1, 2025, by and between South Texas College and the City of Edinburg by and through the Edinburg Police Department and shall continue in full force and effect for a period of three (3) years until January 31, 2028, unless earlier terminated or extended pursuant to the terms of this Agreement or by operation of law. Each party has the right to terminate this Agreement for any reason, or no reason, at any time, by giving to the other party thirty (30) days' advance written notice of its intention to terminate.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Facilities Use Agreement for Law Enforcement Agencies Between the City of Edinburg and South Texas College.

Reviewed by: **Prepared by:**

Jaime Ayala, Chief of Police

Iris Alvarado, Management Services Administrator
Chad Dufner, Assistant Police Chief

Attachments:

A. RCPSE Facility Use Agreement (Edinburg PD) 01.23.25

SOUTH TEXAS COLLEGE
Regional Center for Public Safety Excellence
Facilities Use Agreement for Law Enforcement Agencies

This **Facilities Use Agreement for Law Enforcement Agencies** ("Agreement") is effective as of February 1, 2025, by and between **South Texas College** (hereinafter "STC") and the **City of Edinburg** (hereinafter the "City"), by and through the **City of Edinburg Police Department** (hereinafter the "Agency"), and shall continue in full force and effect for a period of three (3) years year until January 31, 2028, unless earlier terminated or extended pursuant to the terms of this Agreement or by operation of law (the "Term"). Each party has the right to terminate this Agreement for any reason, or no reason, at any time, by giving to the other party thirty (30) days' advance written notice of its intention to terminate.

Notwithstanding anything to the contrary in any purchase order or other document provided by the Agency, any product or service provided by STC in connection with a purchase order related to this Agreement is conditioned upon the Agency's acceptance of the terms and conditions of this Agreement. Any additional, conflicting or different terms proffered by the Agency in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Agreement represents and warrants that he or she is authorized to execute the Agreement on behalf of STC or the Agency as applicable.

I. DESCRIPTION OF FACILITIES

STC owns and operates certain facilities and equipment located at the Regional Center for Public Safety Excellence, 3901 S. Cage Blvd., Pharr, Texas (the "Facilities"). The Facilities include the following components and capabilities: i) Classrooms with Technology; ii) Firearms Scenario-Based Simulator Training; iii) Driver Skills Pad; iv) Driver Simulator Training; v) Emergency Vehicle Operation Course; vi) Target Range Qualifier Simulator Training; and vii) Two-Story Residential Fire-Training Structure. These components and capabilities are available, individually or collectively, in any combination, for use by the Agency pursuant to the terms of this Agreement.

II. USE OF FACILITIES AND EQUIPMENT, FEE SCHEDULE, PAYMENT

STC agrees that it shall reserve for the use of the Agency those components and capabilities of the Facilities for the purposes of training and/or educational activities to be conducted by the Agency for the benefit of the Agency's participants (hereinafter the "Training"), on the terms and conditions specified in this Agreement, including the following Fee Schedule:

Facilities	Rate
Firearms Scenario-Based Simulator Training	Variable, based on recovery costs (per student for 20 minutes)
Target Range Qualifier Simulator Training	Variable, based on recovery costs (per student for 20 minutes)
Driving Simulator Training	Variable, based on recovery costs (per student for 30 minutes)
Emergency Vehicle Operations Course (EVOC) (per agency)	Variable, based on recovery costs
Skills Pad	Variable, based on recovery costs
Classroom with Technology	No charge for the first three (3) days of consecutive use and $114.00 per day for each additional day
Two-Story Residential Fire-Training Structure	Variable, based on recovery costs

Tuition: Law Enforcement Courses (continuing education)	$6.50 per contact hour, or variable tuition based on recovery of costs

Agency shall pay STC a fee for the use of the Facilities, or a portion thereof, in accordance with the Fee Schedule. Full payment is due within thirty (30) days of Agency's receipt of STC's invoice.

III. RELEASE AND WAIVER

All persons using the Facilities in connection with the Training, or any portion thereof, including, without limitation, the Training participants and the Agency's employees and agents, must complete, sign and deliver to STC, prior to using the Facilities, a release and waiver (the "Release") in the form attached hereto as Exhibit "A."

IV. RESERVATION OF FACILITIES

At any time during the Term of this Agreement, the Agency, acting through an authorized agent, may request from STC a reservation to use the Facilities, or any portion thereof, for a Training for a period of time occurring prior to the expiration of the Term. All reservation requests shall be directed to the Director of the Regional Center for Public Safety Excellence via email or telephone or in person and shall include, without limitation, the date(s) and time periods requested, the components and capabilities of the Facilities to be used, and an estimate of the number of participants in the Training. Depending upon availability and other potential conflicts, including STC's need for the Facilities to carry out its educational mission, and at STC's sole discretion, STC may agree to allow the Agency to use the Facilities for the Agency's Training pursuant to this Agreement. Confirmation of the reservation will be provided to the Agency, in writing, via email or otherwise, and shall contain the date(s) and times of the reservation as well as an estimate of the total fees for use based on the information provided by the Agency.

V. CONFIRMATION OF CHARGES

Following the use of the Facilities in connection with one or more Training activities, an authorized representative of the Agency shall sign a Confirmation Form, in the form attached hereto as Exhibit "B," through which the Agency will confirm the total amount due and owing to STC for the use of the Facilities as well as any services that may have been provided as described in the Confirmation Form.

VI. GENERAL TERMS AND CONDITIONS

1. All additions to and deletions from this Agreement must be initialed and dated by both parties in order to be a valid part of this Agreement. This Agreement may only be changed in accordance with a written amendment hereto, signed by STC and the Agency, and if required by law or STC policy, by STC's Board of Trustees. Time shall be of the essence for this Agreement, and the period of time granted to the Agency shall not be extended for occupancy or use of the Facilities or for installation or removal of equipment or personal property without written permission from STC.

2. The Agency may not assign any part of this Agreement to any other party without the prior written consent of STC whose consent may be withheld at its sole discretion. STC will not be responsible for any agreement(s) made by the Agency to the Training participants or any other party unless such agreements are expressly made part of this Agreement.

3. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any action is instituted in connection with any controversy arising out of this Agreement, the exclusive jurisdiction shall be the courts of Hidalgo County, Texas. The prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees in such action, and on any appeal from any judgment or decree entered therein.

4. STC shall not be required to observe or comply with any rules, regulations, or policies of the Agency that are not specifically stated and agreed to as part of this Agreement.

5. The Agency shall comply with all applicable rules, policies and procedures promulgated by STC governing the use of the Facilities. STC policies and procedures will be made available to the Agency upon request. The Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations that are in effect during the period of this Agreement which in any manner affect its conduct or its use of the Facilities including, without limitation, the Americans with Disabilities Act (ADA) and Title IX of the Education Amendments 1972.

6. The Agency shall be responsible for the conduct of the Training participants and anyone else who is in attendance at the Training, excluding employees and agents of STC, and shall, at the Agency's expense, provide for the necessary personnel, as determined by STC, to provide adequate and appropriate supervision of these attendees and participants in accordance with and adherence to all STC policies and procedures including, but not limited to, the use of alcoholic beverages, consumption of food, and the prohibition of smoking in all STC facilities. Any security services required by STC policy and/or the general statutes of the state of Texas shall be arranged by STC's Police Department at no cost to the Agency unless otherwise agreed by STC and the Agency in writing.

7. In permitting the use of the Facilities, STC does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any and all rules and regulations applicable to the use of the Facilities. All parts of the Facilities will at all times be under the charge and control of STC. STC's representative may enter upon the Facilities at reasonable times to make inspections and to ensure compliance with this Agreement. STC may revoke the privilege of any attendee to use the Facilities, or any STC facility, if, in the sole opinion of STC, the attendee displays behaviors that are injurious or potentially injurious to themselves, others or property of STC. The Agency accepts the risk of loss or damage to its equipment or other personal property brought to or installed in the Facilities during the term of the Agreement. STC shall not be responsible for safeguarding the Agency's property, and shall not be liable for any damage done to the Agency's property by the negligent or intentional acts of any person. Nothing in this section shall operate to bar the Agency from seeking recovery for any losses caused by those individuals responsible for any theft or damage of equipment.

8. The Agency shall utilize only the parking areas designated for all automotive parking of the Training participants, the Agency's employees and agents, and guests, if any, and agrees to instruct all Training participants, employees, guests and other attendees to comply with this requirement.

9. The Agency shall use only its own cellular phone(s) to conduct any business while using the Facilities, unless there is an emergency.

10. The Agency shall not permit the vending or distribution of any merchandise and/or service in the Facilities or on STC premises.

11. STC shall not be responsible for providing, for use of the Agency, any spaces or venues that are not subject to this Agreement. If the Agency should decide not to utilize the Facilities, or any portion thereof, that have been reserved for the Agency at the Agency's request, STC shall not be obligated to reduce or deduct any fees corresponding to their use.

12. The Agency shall not over-subscribe the Training in such a way as to exceed the legal fire capacity of the Facilities. If requested, the Agency shall provide to STC a list of participants as well as any guests of the Training to verify that no such over-subscriptions have occurred.

13. Any additional custodial overtime services, additional technical assistance, additional security services, or any other unforeseen and unavoidable expenses, resulting from the Training and that are not part of the estimated costs, shall be borne by the Agency.

14. Any equipment provided to or rented by the Agency from STC as part of this Agreement is for use only in the Facilities herein contracted and under the supervision, and operation where appropriate, of STC personnel. The Agency shall ensure that any equipment provided by STC pursuant to this Agreement shall be used appropriately and returned in good working order to its proper location following use each day. Under no circumstances shall any equipment be moved from the Facilities and/or removed from campus without the express written approval of STC. The Agency agrees that equipment not specified as part of this Agreement shall not be used by the Agency or Training participants.

15. The Agency shall ensure that all refuse and waste will be deposited in proper receptacles each day.

16. The Agency shall complete an STC accident report for any incident requiring administration of first aid. Said accident reports shall be provided to STC within twenty-four (24) hours of any incident.

17. The Agency agrees that if, because of any "act of God," riot, war, public emergency or calamity, fire, flood, weather related college closing, earthquake, epidemic, labor disturbance or strike, any act of public authority, or any other cause similar or dissimilar beyond STC's control, STC is unable to provide any of the Facilities and/or services herein contracted on the date(s) specified, performance of this Agreement, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interrupting occurrence, and STC shall not be liable for any damages that the Agency, its representatives, or the participants in the Training might suffer.

18. To the fullest extent permitted by Texas or federal law, the Agency shall be responsible for any and all loss of, or damage or injury to, any property owned by STC resulting from the negligent and/or intentional acts of its officers, employees, agents, Training participants, or other attendees.

19. All written materials or advertising materials to be utilized by the Agency that refer in any way to STC must be reviewed and approved by STC prior to publication. Under no circumstances shall the Agency use the name of STC and/or any of its institutional insignia or logos without STC's prior written consent.

20. Except as specifically provided in this Agreement, STC hereby disclaims with respect to all services, equipment, Facilities or other deliverables provided hereunder, all express or implied warranties, including implied warranties of merchantability, quality, or fitness for a particular purpose.

21. If the Agency fails to perform, keep or observe any of the terms, covenants or conditions of this Agreement, STC shall give notice of default. If the default is not remedied to the satisfaction and approval of STC within the time specified in the notice, the Agency may be declared in default, and all of the Agency's rights hereunder shall terminate. At the direction of STC, the Agency shall forfeit all rights under this Agreement to any monies paid to STC in the form of deposits, advance payments, etc., and be further responsible for any additional monies owed which STC deems necessary to cover expenses incurred due to the cancellation of the Agency's event.

22. To the fullest extent permitted by Texas or federal law, the Agency agrees to indemnify, defend and hold STC, its officers, employees and agents, harmless from any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorneys' fees, resulting from injury, including death, to person or damage to property arising out of, or in any manner connected with the Agency's use of the Facilities or any other property belonging to STC.

23. Nothing contained herein is intended or shall be construed as a waiver of either party's right to assert, in connection with any claim, demand or legal action arising under this Agreement, any privilege, immunity or defense conferred upon or otherwise available to the party as a state or federal governmental entity or agency or as a political subdivision of the State of Texas.

24. This Agreement and the performance of the services described herein does not create any agency, partnership, or joint venture between STC and the Agency. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

25. The Agency agrees that all electrical connections must be made by STC personnel and all STC equipment must be operated by STC personnel. Further, the Agency agrees that no equipment, device or fixture may be used which, in STC's opinion, endangers the structural integrity of the Facilities.

26. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. This Agreement constitutes the entire agreement between the parties relating to use of the Facilities and supersedes any previous agreements or understandings. If any provision of this Agreement, or the application of any provision to any party or circumstance, is found to be invalid, unenforceable or illegal in any respect, the remainder of the Agreement, and the application of the

provision to other parties or circumstances, shall remain valid and in full force and effect. Any failure of STC, at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of STC at any time to avail itself of same.

Executed as of the date first above written.

STC:	**CITY:**	**AGENCY:**
South Texas College	City of Edinburg	City of Edinburg Police Department
Signature:	Signature:	Signature:
Dr. Ricardo J. Solis		Jaime Ayala
President		Chief of Police

Exhibit A

Participant Release and Waiver

I, the undersigned, hereby release, waive, discharge and covenant not to sue South Texas College, including its officers, trustees, agents, volunteers, and employees, collectively referred to as the "Releasees," from or for all liability to the undersigned for any and all loss, liability damage, or cost, or any claim or demands therefor, on account of injury to the person of the undersigned, whether caused by the negligence of the Releasees or otherwise, while the undersigned is in or upon the property of South Texas College, including the Facilities.

I, the undersigned, hereby agree to indemnify and save and hold harmless the Releasees from any and all loss, liability, damage, or cost that the Releasees, or any one of them, may incur due to or in connection with the presence of the undersigned in or upon the property of South Texas College including the Facilities, regardless of whether such loss, liability, damage, or cost was caused by the negligence of the Releasees.

I, the undersigned, hereby assume full responsibility for and risk of bodily injury due to the negligence of the Releasees or otherwise while in or upon the property of South Texas College including the Facilities.

I, the undersigned, agree that any dispute related to this Participant Release and Waiver will be governed by the laws of the State of Texas and will be adjudicated exclusively in the state courts of Hidalgo County, Texas.

I, the undersigned, acknowledge and agree that the activities that take place on the property of South Texas College, including the Facilities, are very dangerous and involve the risk of serious injury and/or death, and that I have read and signed this Participant Release and Waiver voluntarily.

I have read the above statements and understand the contents.

PRINT NAME _____

SIGNATURE _____

AGENCY (if applicable) _____

DATE _____/_____/_____

Exhibit B

Confirmation of Charges

Facilities	No. of Students	No. of Sessions	Subtotal
Firearms Scenario-Based Simulator Training			
Target Range Qualifier Simulator Training			
Driving Simulator Training			
Emergency Vehicle Operations Course (EVOC)			
Skills Pad			
Classroom with Technology			
Two-Story Residential Fire-Training Structure			
Tuition: Law Enforcement Courses (continuing education)			

Total Amount Due: $_____

_____
{Print Name of Authorized Agent from the Agency
{Title}

Date: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
CONSENT AGENDA
Agenda Item No: 10.F.
Memorandum of Understanding Between the City of Edinburg and Region One ESC

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Enter Into a Memorandum of Understanding Between the City of Edinburg and Region One Education Service Center's Adult Education Program (Region One ESC) to Establish an Adult Educational and Literacy Program for Eligible Participants in the City of Edinburg. [Leticia S. Leija, Director of Library & Cultural Arts]

2. **Description:**
Region One ESC will work with the City of Edinburg's public library to create a program designed to provide General Educational Development (GED) and English as a Second Language (ESL) courses that will be offered at the Dustin Michael Sekula Memorial Library the City of Edinburg's public library beginning March 2025.

The City of Edinburg will provide the use of the facility for the implementation of instructional services, as well as internet access. The library staff will also assist with the promotion of the classes and recruitment of students. Classes will be provided free of charge to the general public. No funding is necessary for the agreement.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Enter Into a Memorandum of Understanding Between the City of Edinburg and Region One Education Service Center's Adult Education Program (Region One ESC) to Establish an Adult Educational and Literacy Program for Eligible Participants in the City of Edinburg.

Reviewed by:
Nelda Ramirez, Assistant City Manager

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

Attachments:
A. Region One Resolution
B. MOU_Dustin Sekula Memorial Library_2024-2025

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EDINBURG AND REGION ONE EDUCATION SERVICE CENTER'S ADULT EDUCATION PROGRAM "REGION ONE ESC" FOR THE PURPOSE OF ESTABLISHING AN ADULT EDUCATION AND LITERACY PROGRAM FOR ELIBIBLE PARTICIPANTS UNDER PROVISIONS OF THE ADULT EDUCATION AND FAMILY LITERACY ACT, TITLE II OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT FOR A PERIOD BEGINNING MARCH, 2025 AND SHALL END ON DATE MUTUALLY AGREED TO BY THE CITY OF EDINBURG AND REGION ONE ESC.**
	§	
CITY OF EDINBURG	**§**	

WHEREAS, Region One ESC through their Adult Education Program agrees to establish an adult education and literacy program English as a Second Language (ESL) classes – for eligible participants in partnership with the City of Edinburg's library- the Dustin Michael Sekula Memorial Library; and

WHEREAS, Region One ESC agrees to provide qualified instructional and administrative personnel to provide a well-designed adult education and literacy instructional program. Region One ESC will also provide professional development for adult education personnel; and

WHEREAS, the City of Edinburg will provide the use of a room at the Dustin Michael Sekula Memorial Library, as well as Internet access. The library staff will assist with the promotion and the recruitment of students; and

WHEREAS, this partnership will provide and expand opportunities for eligible community adults to be prepared for employment and postsecondary education; and

WHEREAS, the Edinburg City Council finds it in the best interest of the citizens of the City of Edinburg to establish an adult education and literacy program for eligible participants. Classes will be provided free of charge to the general public. No funding is necessary for the agreement; and

WHEREAS, the Edinburg City Council designates the City Manager to enter into a Memorandum of Understanding between the City of Edinburg and Region One Education ESC for the purpose of establishing an adult education literacy program for eligible participants under provisions of the Adult Education and Family Literacy Act, Title II of the Workforce Innovation and Opportunity Act beginning March, 2025.

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 enter into a Memorandum of Understanding between the City of Edinburg and Region One ESC for the purpose of establishing an adult education literacy program.

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 18th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Myra L. Ayala, City Manager

APPROVE AS TO FORM:
Josephine Ramirez Solis

By: _____
Josephine Ramirez Solis
City Attorney

Memorandum of Understanding

Region One Education Service Center
Office of Adult Education and Dustin Sekula Memorial Library

This Agreement is entered into between the Region One Education Service Center's Adult Education Program, hereinafter as "Region One ESC" and the **Dustin Sekula Memorial Library**, a nonprofit
organization hereinafter referred to as "**Dustin Sekula Memorial Library"** to establish an adult education and literacy program for eligible participants under provisions of the Adult Education and Family Literacy Act, Title II of the Workforce Innovation and Opportunity Act for a period beginning **March 2025** and ending **June 2025**.

I. SCOPE OF SERVICES

Region One ESC agrees to provide:

- Qualified instructional and administrative personnel to provide a well-designed adult education and literacy instructional program.
- Professional development for adult education personnel.
- Instructional materials for adult education courses.
- Instructional supplies as appropriate based on course offerings.
- Assessment instruments to establish academic functional levels and/or progress of participants.
- Fiscal accountability and end-of-year programmatic performance reports.

Dustin Sekula Memorial Library agrees to provide:

- Safe and secure facilities for the implementation of instructional services to adult learners.
- Fire escape routes posted on the wall, visible to students.
- Communication with the local police department or school district police department to arrange patrol rounds during the evening classes, as their schedule can accommodate.
- "In case of emergency DIAL 911" signs visible in the classroom.
- Assistance to Region One staff with recruitment of adult learners, within and outside of their service area. If program is housed at a school system facility, adult learners are not required to reside and/or be zoned to the system to attend adult classes provided by Region One.
- Access to Internet services and facilities as deemed necessary for the program.

Facility to be used: Dustin Sekula Memorial Library Dates available: March 2025 – June 2025
1906 S. Closner Blvd, Edinburg, TX

II. CIVIL RIGHTS STATEMENT

The parties to this agreement shall: Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), The American Disabilities Act of 1990 (P.L. 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the parties agree to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no person shall, on the grounds of race, color, national origin, sex, age, disability, political, or religious beliefs be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination and the Texas Revised Civil Statutes Article 4419b-4, Section 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

III. TERMINATION OF MEMORANDUM OF UNDERSTANDING

During the term of this Agreement, if either party becomes unable or fails to satisfactorily provide the services under this Agreement or decides to terminate for no cause, the Agreement may be terminated by either party with a thirty (30) day written notice.

The validity of this agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Executed this 3rd day of February, 2025

Grantor: **Dustin Sekula Memorial Library**
Address: 1906 S. Closner Blvd.
City/St/Zip: Edinburg, TX 78539

Region One Education Service Center
1900 W. Schunior
Edinburg, TX 78541

Daniel King (Feb 3, 2025 17:16 CST)

Myra Ayala, City Manager
Dustin Sekula Memorial Library

Dr. Daniel P. King, Executive Director
Region One Education Service Center

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: March 18, 2025
CONSENT AGENDA
Agenda Item No: 10.G.
Disposition of Records

1. **Agenda Item:**
Consider Authorizing the Disposition of Approximately 24 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary

2. **Description:**
The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

By copy of this agenda item and recommendation all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. **Staff's Recommendation:**
Approve Authorizing the Disposition of Approximately 24 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Joe Rios, Records Processing Supervisor

Attachments:
A. 2024-2025 DISPOSITION OF RECORDS
B. DISP of RCDS LAWS

DISPOSITION OF RECORDS FOR FY 2024-2025
PRESENTED TO CITY COUNCIL ON MARCH 18, 2025

	Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
	MUNICIPAL COURT						
1	9936	Finalized Cases #/C/Ct	01/2020	5	Criminal Case Papers	LC2350-04a	01/2025
2	9937	Finalized Cases E Tickets	01/2020	5	Criminal Case Papers	LC2350-04a	01/2025
3	9938	Finalized Cases E Tickets	01/2020	5	Criminal Case Papers	LC2350-04a	01/2025
4	9939	Finalized Cases E/E2/F	01/2020	5	Criminal Case Papers	LC2350-04a	01/2025
5	9940	Finalized Cases #/C/Ct/E	02/2020	5	Criminal Case Papers	LC2350-04a	02/2025
6	9941	Finalized Cases E Tickets	02/2020	5	Criminal Case Papers	LC2350-04a	02/2025
7	9942	Finalized Cases E Tickets	02/2020	5	Criminal Case Papers	LC2350-04a	02/2025
8	9943	Finalized Cases E/E2/P/SP	02/2020	5	Criminal Case Papers	LC2350-04a	02/2025
9	10495	Magistrations A-K	03/2019	5	Criminal Case Papers	LC2350-04a	03/2024
10	10496	Magistrations L-Z	03/2019	5	Criminal Case Papers	LC2350-04a	03/2024
11	10497	Magistrations A-L	06/2019	5	Criminal Case Papers	LC2350-04a	06/2024
12	10498	Magistrations M-Z	06/2019	5	Criminal Case Papers	LC2350-04a	06/2024
13	10499	Magistrations A-Q & Motion to Dismiss	09/2019	5	Criminal Case Papers	LC2350-04a	09/2024
14	10500	Magistrations R-Z & Motion to Dismiss	09/2019	5	Criminal Case Papers	LC2350-04a	09/2024
15	10501	Magistrations A-L	12/2019	5	Criminal Case Papers	LC2350-04a	12/2024
16	10502	Magistrations M-Z	12/2019	5	Criminal Case Papers	LC2350-04a	12/2024

	FINANCE						
17	11136	Daily Cash Reports - Accounts Receivable Records	01/2022	3	Accounts Payable Records	GR1025-26a	01/2025
18	11137	Daily Cash Reports - Accounts Receivable Records	01/2022	3	Accounts Payable Records	GR1025-26a	01/2025
19	11138	Daily Cash Reports - Accounts Receivable Records	02/2022	3	Accounts Payable Records	GR1025-26a	02/2025
20	11139	Daily Cash Reports - Accounts Receivable Records	02/2022	3	Accounts Payable Records	GR1025-26a	02/2025
21	11157	A/R Invoice Register Reports	01/2022	3	Accounts Payable Records	GR1025-26a	01/2025
		CITY SECRETARY					
22	10536	Application for Certificate Copy of Birth and Death Certificate	01/2022	3	Records of Issuance of Birth & Death Certificate	CC1325-08a	01/2025
23	10537	Application for Certificate Copy of Birth and Death Certificate	02/2022	3	Records of Issuance of Birth & Death Certificate	CC1325-08a	02/2025
24	9802	Texas Dept. of State Health Services Bacteriological Quality Lab Reports (Water Laboratory Reports)	02/2020	5	Microbiological Analysis Records	UT5025-01	02/2025

Source: Texas State Library and Archives Commission https://www.tsl.texas.gov/slrm/pubs/bulletind#Ch201

TEXAS LOCAL GOVERNMENT CODE
Title 6. Records
Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:
1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section **203.044**; or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section **441.169**, Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):
1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

RECORDS MANAGEMENT PROGRAM
Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

(A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.

(B) *Development; authority granted; revision.*

(1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.

(2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.

(3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

(`82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.