



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
JUNE 3, 2025
5:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

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

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing the South Texas Border Chapter Texas Master Naturalist Program 10th Anniversary, as Requested by Bob Schmidt, South Texas Border Chapter Texas Master Naturalist. [Clarice Y. Balderas, City Secretary]
- B. Presentation Recognizing the following:
 - Veterans of Foreign Wars (VFW) Auxiliary 2024-2025 Young American Creative Patriotic Art Contest - Department of Texas
 - Recipients of the American Legion Post 408 – 2025 Freddy Gonzalez Legacy Scholarship in Honor of Dustin Michael Sekula
 - Students Appointed to U.S. Military Academies
 - 2024-2025 City of Edinburg High School Graduating Seniors Enlisting in the U.S. Military

[Leticia Leija, Director of Library and Cultural Arts]

5. PUBLIC COMMENTS

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

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

following this procedure.

6. PUBLIC HEARINGS

- A.** Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2025-2026 Annual Action Plan as Recommended by the Community Development Council. [Claudia L. Farias, Director of Grants Administration]
- B.** Hold Public Hearing and Consider the Ordinances Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, Being a 47.98 Acres Tract of Land, Out of and Forming a Part or Portion of Lots 5, 6, 7, 8 and 9, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Recorded in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 2812 East Davis Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]
- C.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lots 32 and 33, Bar Subdivision Unit No. 6, Located at 3110 Pablo Street, as Requested by Marco Antonio and Irma Rios, and Marco Antonio Rios, Jr. [Jaime Acevedo, Director of Planning & Zoning]
- D.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential Multi-Family (RM) District to Commercial, General (CG) District, 5.490 Acres Out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey Volume 24, Pages 168-171, H.C.D.R. Hidalgo County, Texas, Located at 899 South McColl Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]
- E.** Hold Public Hearing and Consider the Replat of Lot 13, Palo Blanco Subdivision to be called "Will's Place", Being Lot 13, Palo Blanco Subdivision, Located At 3116 Hackberry Lane, as Requested by WK Engineering PLLC. [Jaime Acevedo, Director of Planning & Zoning]

7. ORDINANCE

- A.** Consider Ordinance Providing for a Temporary Special Use Permit for the "World Elder Abuse Awareness Parade" to be held on Wednesday, June 11, 2025, the Parade will Begin and End at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, as Requested by Hidalgo County Criminal District Attorney's Office. [Jaime Acevedo, Director of Planning & Zoning]

8. RESOLUTION

- A.** Consider Amending Resolution No. 2514 to Commit Additional Funds for the Chapin Pumps Rehabilitation Drainage Improvements Project Under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

9. AWARDING OF BID

- A.** Consider Awarding Bid No. 2025-13, Community Development Block Grant-Disaster Recovery (CDBG-DR) 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, to 8/A Builders, LLC for an Amount Not to Exceed \$1,360,578.67 and Authorize the City Manager to Enter

Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

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 Awarding Bid No. 2025-11, Mobile Breathing Air Cascade System (Re-Bid) to Sub Aquatics, Inc., DBA Breathing Air Systems Through FY25 Office of the Governor (OOG) Border Zone Fire Departments (BZFD) Grant No. 5172701, in the Amount of \$98,593.32. [Omar Garza, Fire Chief].
- B.** Consider Authorizing the City Manager to enter into Amendment Number Two (2) to the Agreement Between the City of Edinburg and Javier Hinojosa Engineering Inc., for Professional Engineering Services to Reduce the Contract Amount by \$22,612.50 for the New Airport Lift Station Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- C.** Consider Resolution Authorizing the City Manager to Submit the Conveyance of an Easement and Right of Way to AEP Texas Inc. for the Wastewater Treatment Plant Upgrades and Authorize City Manager to Execute Such Document. [Gerardo Carmona Jr. P.E., Director of Utilities]
- D.** Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and Harris County Department of Education/Choice Partners Purchasing Cooperative and Execute Any Documents Related Thereto. [Ascencion Alonzo, Director of Finance]
- E.** Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: December 17, 2024, and 2025 Regular Meetings: March 18, 2025, April 01, 2025, and May 06, 2025. [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.** 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.)
 - 1. Veteran's Detention Pond
- C.** Consultation with City Attorney and Possible Action Regarding Agreements for City Events.

(§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

OPEN SESSION

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

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 May 30, 2025 at 6:15 p.m.

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

Disability Access Statement

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 4.A.

Proclamation: South Texas Border Chapter Texas Master Naturalist Program

1. **Agenda Item:**

Presentation of Proclamation Recognizing the South Texas Border Chapter Texas Master Naturalist Program 10th Anniversary, as Requested by Bob Schmidt, South Texas Border Chapter Texas Master Naturalist. [Clarice Y. Balderas, City Secretary]

2. **Description:**

The Texas Master Naturalist program was chartered in October 2015 to support organizations in Hidalgo, Starr, and Cameron Counties. It has more than 70 active members serving as nature guides, administrative support, educators, speakers, workers, gardeners, and physical laborers building and maintaining trails, interpreting nature for visitors, weeding gardens, and supporting citizen science activities. Their mission is to develop a corps of well-informed volunteers to provide education, outreach, and service dedicated to the beneficial management of natural resources and natural areas within their communities for the State of Texas.

The Edinburg City Council would like to recognize the South Texas Border Chapter Texas Master Naturalist Program's 10th year Anniversary.

3. **Staff's Recommendation:**

Present Proclamation Recognizing the South Texas Border Chapter Texas Master Naturalist Program 10th Anniversary, as Requested by Bob Schmidt, South Texas Border Chapter Texas Master Naturalist.

Reviewed by:

Clarice Balderas, City Secretary

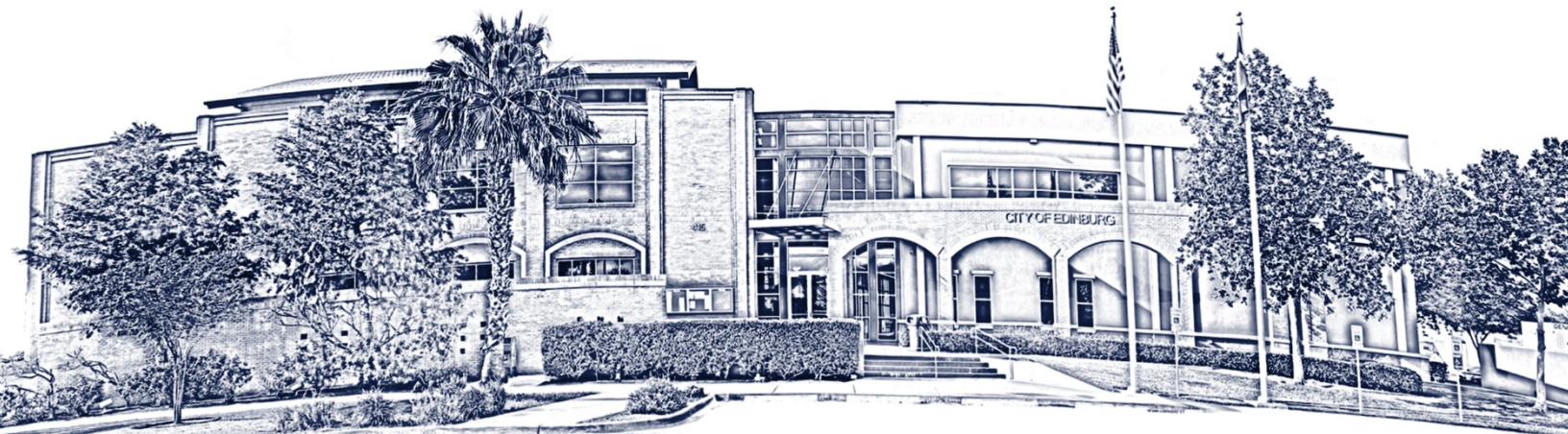
Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Texas Master Naturalist

PROCLAMATION



SOUTH TEXAS BORDER CHAPTER MASTER NATURALIST

WHEREAS, the mission of the Texas Master Naturalist™ program is to develop a corps of well-informed volunteers to provide education, outreach, and service dedicated to the beneficial management of natural resources and natural areas within their communities for the State of Texas; and,

WHEREAS, started in 1997 by a group of concerned conservationists, the Texas Master Naturalist™ program includes 49 local chapters serving 214 counties throughout Texas; and,

WHEREAS, the Texas Parks and Wildlife Department and Texas A&M AgriLife Extension Service sponsor the Texas Master Naturalist™ organization. As of 2023, the TMN Program has trained over 17,000 certified volunteers, impacted more than 234,800 acres of wildlife and native plant habitats, contributed more than 6.9 million hours of service, and reached more than 7.1 million Texas residents of all ages. These volunteer efforts are estimated to be worth more than \$140 million to the state of Texas; and,

WHEREAS, the South Texas Border Chapter Texas Master Naturalist™ was chartered in October 2015 to support organizations in Hidalgo, Starr, and Cameron Counties. Its more than 104 active members serve as nature guides, administrative support, educators, speakers, workers, gardeners, and physical laborers building and maintaining trails, interpreting nature for visitors, weeding gardens, and supporting citizen science activities; and,

WHEREAS, in the City of Edinburg, South Texas Border Chapter Texas Master Naturalist™ members have, since 2015, provided more than 5800 volunteer hours with an estimated economic impact of more than \$133,000 and provided direct service to more than 7000 citizens of all ages; and,

WHEREAS, the Edinburg City Council congratulates and commends the South Border Chapter Texas Master Naturalist™ on their 10th anniversary and thank them for their continued service to our city.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX:

By the power vested in me by law, do hereby recognize the

SOUTH TEXAS BORDER CHAPTER MASTER NATURALIST

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 3rd day of June, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 4.B.

1. **Agenda Item:**

Presentation Recognizing the following:

- Veterans of Foreign Wars (VFW) Auxiliary 2024-2025 Young American Creative Patriotic Art Contest - Department of Texas
- Recipients of the American Legion Post 408 – 2025 Freddy Gonzalez Legacy Scholarship in Honor of Dustin Michael Sekula
- Students Appointed to U.S. Military Academies
- 2024-2025 City of Edinburg High School Graduating Seniors Enlisting in the U.S. Military

[Leticia Leija, Director of Library and Cultural Arts]

2. **Description:**

Veterans of Foreign Wars (VFW) Auxiliary 2024-2025 Young American Creative Patriotic Art Contest - Department of Texas

Each year, more than 4,000 high school students from across the country participate in the VFW Auxiliary's Young American Creative Patriotic Art Contest. The contest began in 1979 to recognize up-and-coming artists and encourage patriotism in youth. The Veterans of Foreign Wars (VFW) Auxiliary 2024-2025 Young American Creative Patriotic Art Contest - Department of Texas winners are:

1st Place Emiliano Oviedo Rodriguez

4th Place Sofia Salazar

5th Place Adrian Garcia

Recipients of the American Legion Post 408 – 2025 Freddy Gonzalez Legacy Scholarship in Honor of Dustin Michael Sekula

The mission of American Legion Post 408 is to uphold the legacy of American veterans by serving fellow veterans, supporting military families, mentoring youth, and strengthening the community.

They are committed to preserving the memory of heroes like Medal of Honor recipient Freddy Gonzalez and local hero Dustin Michael Sekula, both of whom gave their lives in service to our country. The scholarship stands as a living tribute to their sacrifice.

Each of the following students were selected based on their academic achievement, community involvement, and a family connection to the United States Armed Forces:

Adriana Noyola – Edinburg High School

Will attend the United States Air Force Academy

Luciano Ozuna – Edinburg North High School

Will attend UTRGV

Clarissa Valadez – Johnny Economedes High School
Will attend UTRGV

Aldo M. Valadez – Robert Vela High School
Will attend UTRGV

Leah Longoria – Vanguard Beethoven High School
Will attend UTRGV

Students Appointed to US Military Academies

For the first time in our city's history, students from Edinburg have been appointed to each of the three major United States service academies in the same graduating class. These appointments are among the highest honors a student can receive. Fewer than 1% of high school graduates across the country are accepted into these prestigious institutions. These are not enlistments; they are full, merit-based scholarships to elite universities—on par with Ivy League schools—offering a world-class education, intensive leadership training, and a commission as officers in the U.S. Armed Forces upon graduation. Each academy graduate will serve our country as a leader of character, discipline, and integrity. We proudly recognize:

Adriana Noyola, Senior at Edinburg High School

Appointed to the United States Air Force Academy in Colorado Springs, CO where she plans to major in aerospace engineering. Adriana received both a Presidential and Congressional Nomination. She is the daughter of two retired military officers and a second-generation USAFA cadet—her sister Mia Noyola is a 2019 EHS and a 2024 graduate of USAFA and is currently training to become a pilot. Her decision to attend the United States Air Force Academy was driven by a commitment to service, a desire to be part of something greater than herself, and the opportunity to develop into a leader of integrity, resilience, and honor.

Ava Ponce, Senior at Robert Vela High School

Appointed to the United States Naval Academy in Annapolis, MD where she plans to major in Engineering.

Ava received a Congressional Nomination and is continuing a proud family tradition—her father is a U.S. veteran and is also a member of American Legion Post 408. Ava chose to attend the United States Naval Academy to honor her family's legacy of service and grow into a resilient, honorable leader through the Academy's unmatched academic, physical, and mental challenges.

Gael Gama, Senior at IDEA Edinburg College Preparatory

Appointed to the United States Military Academy at West Point, NY where he plans on majoring in engineering or cyber security. Gael also received a Congressional Nomination, earning admission into one of the most respected leadership institutions in the country where he feels will best prepare him for his life long goal of having a career as an Army Officer. He chose to attend West Point to become a Green Beret and future leader in Army special operations, combining service, innovation, and his passion for protecting others through advanced tactics and technology.

2024-2025 City of Edinburg High School Graduating Seniors Enlisting in the U.S. Military

These students are not waiting for a college degree or a formal commission, they are stepping up now to serve our country. Their commitment to defend our freedoms, protect our nation, and represent our community in uniform reflects extraordinary patriotism and character. At a time

when less than 1% of Americans serve in the military, these graduates have chosen a path of honor, discipline, and sacrifice. We are deeply proud of them.

3. Staff's Recommendation:

Recognize the Veterans of Foreign Wars (VFW) Auxiliary 2024-2025 Young American Creative Patriotic Art Contest - Department of Texas; Recipients of the American Legion Post 408 – 2025 Freddy Gonzalez Legacy Scholarship in Honor of Dustin Michael Sekula; Students Appointed to U.S. Military Academies; and 2024-2025 City of Edinburg High School Graduating Seniors Enlisting in the U.S. Military

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Leticia Leija, Director of
Library and Cultural Arts

Attachments:

A. Students Enlisting in the Military

2025 City of Edinburg High School Graduating Seniors Enlisting in the U.S. Military

Branch of Service	First Name	Last Name	High School
Army National Guard	Abel	Gomez	Robert Vela
US Army	Jonathan	Gonzalez	Edinburg North
US Army Reserves	Astryd	Aparicio	Economedes
US Marines	Emmanuel	Cordoba	Economedes
US Marines	Carlos	Suaste	Economedes
US Marines	Orlando	Covarrubias	Economedes
US Marines	Maximo	Suarez	Economedes
US Marines	Julio	Zapata	Economedes
US Marines	Axel	Guzman-Escobedo	Edinburg North
US Marines	Marcus	Brown	Edinburg North
US Marines	Ebenezer	Barbosa	Robert Vela
US Marines	Jacob	Garcia	Robert Vela
US Marines	Jacob	Rodriguez	Robert Vela
US Marines	Lino	Garza	Robert Vela
US Marines	Efrain	Rivera Hernandez	Robert Vela
US Marines	Isai	Deleon Martinez	Robert Vela
US Navy	Lluvia C.	Ribio	Edinburg North
US Navy	Noah	Davila	Edinburg North
US Navy	Jamie D.	Leal	Robert Vela
US Navy	Kimberly	Hurtado-Rodriguez	Edinburg High
US Navy	Michael M.	Cruz	Edinburg High
US Navy	Betsaida	Contain	Economedes



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

PUBLIC HEARINGS

Agenda Item No: 6.A.

Proposed CDBG FY 2025-2026 Annual Action Plan

1. Agenda Item:

Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2025-2026 Annual Action Plan as Recommended by the Community Development Council. [Claudia L. Farias, Director of Grants Administration]

2. Description:

The U.S. Department of Housing and Urban Development (HUD) requires local jurisdictions to prepare and submit an Annual Action Plan (AAP) in order to receive Community Development Block Grant (CDBG) funds. The AAP outlines the activities that will be undertaken with CDBG funds to meet the objectives set in the 2023-2027 Consolidated Plan. HUD released the FY 2025-2026 funding allocations on May 14, 2025.

In accordance with the Citizen Participation Plan, the Community Development Council (CDC) held a public hearing on March 27, 2025 to solicit input on the City's community development needs. Staff met with the Community Development Council on May 14, 2025 to discuss and approve the recommendations for the proposed FY 2025-2026 CDBG funding. After thorough review and discussion, the Community Development Council identified several projects for recommendation to City Council. All projects selected have been reviewed and deemed eligible by staff, in accordance with appropriate federal regulations, pending final approval from HUD. The proposed CDBG FY 2025-2026 AAP will be available for public review and comment for a 30-day period, beginning June 11, 2025 and ending July 11, 2025.

The FY 2025-2026 Annual Action Plan budget is comprised of \$1,259,616 of entitlement funding, \$55,000 in program income, and \$61,743.15 in reprogramming of funds from FY 2023-2024 CDBG Program. The total combined budget is \$1,376,359.15.

3. Staff's Recommendation:

Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2025-2026 Annual Action Plan as recommended by the Community Development Council.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Claudia Farias, Director of
Grants Administration

Attachments:

- A. FY 2025-2026 CDBG Executive Summary - Submitted Applications
- B. FY 2025-2026 CDBG Proposed Funding Allocations
- C. FY 2023-2024 CDBG Fund Reprogramming

EXECUTIVE SUMMARY
FY 2025-2026 CDBG FUNDING REQUESTS
DEPARTMENTS

PROJECT NAME	PROJECT DESCRIPTION	ELIGIBLE	REQUEST AMOUNT
ENGINEERING			
Building Maintenance - Fountain Center Roof Rehabilitation	Re-roof the existing roof over the Fountain Center with a Spray Polyurethane Foam System and Fluid Applied Elastomeric Roof Coating to approximately 1,200 square feet area. The system will carry a 20-year manufacture warranty on the material and workmanship. The proposed SPF system is intended to address existing roof challenges, improve energy efficiency, and extend the service life of the building's roof.	Yes	\$114,950.00
FIRE DEPARTMENT			
Rehabilitation of Fire Station No. 3 - Phase II	The project is a continuation of the rehabilitation of the existing 40 year old fire station to improve its functionality, efficiency and overall safety. The rehabilitation will update the facility to meet current building codes and standards, enhancing the living and working conditions for firefighters. The project consists of the following: Professional Services: Professional engineering services (\$25,000) Living Quarters - Improve living quarters to include sleeping area and custom built lockers. (\$7,245) Bathroom Facilities: Add Shower, urinal, new sinks, vanity, toilets, exhaust, light fixtures (\$30,187) Kitchen Facility: Strip and paint kitchen cabinets. (\$4,670.50) Garage Doors: Remove and install 6 new garage doors with motors and keypads. (\$24,150) ADA Accessibility: Add ramps to be ADA compliant. (\$9,660) Painting: Paint exterior and interior of station including painting of apparatus area ceiling and floor. (\$30,187.50) Replace flooring: Remove old floor and install new VTC flooring. (\$12,275) Lighting: Add new energy efficient lighting fixtures throughout the station. (\$12,275) Ceiling Tiles: Remove all existing tiles and grid. Add new ceiling tiles and grid throughout the station. (\$12,275) Apparatus Area: Repair large crack in rear of apparatus room which may require to be backfilled (void area) underneath concrete. (\$15,000) Concrete Repairs and Re-stripping: Repair damaged concrete sections at the rear of the fire station to ensure a safe and stable surface for vehicle and pedestrian traffic. The repairs include removing existing deteriorated concrete and replacing/preparing the subbase by pouring new concrete to meet safety and durability standards. Additionally, the area will be re-stripped to designate parking spaces, fire lanes and pedestrian walkways, ensuring compliance with safety regulations and improving overall accessibility. (\$65,000)	Yes	\$260,000.00
PARKS & RECREATION DEPARTMENT			
De Zavala Elementary City/School Park Fitness Court	The project consists of the construction of a Fitness Court at De Zavala City/School Park, including permanently affixed exercise and weight lifting equipment, flooring, and a cement base. Installation of the Fitness Court will be completed by City staff. Cement Base must be contracted out through City procurement	Yes	\$150,000.00
UTILITIES DEPARTMENT			
Smart Water Meter Replacement	The project consists of replacing standard water meters by purchasing and installing new smart water meters. The installation will be completed by City staff. The smart water meters are equipped to conserve and better manage water.	Yes	\$200,000.00
GRANTS ADMINISTRATION			
Housing Rehabilitation/ Reconstruction Program	Funding will assist five (5) low-to-moderate-income families by rehabilitating or reconstructing their homes. Project expenses may include Design Plans & Specifications, Windstorm Plans, loan underwriting, attorney closing fees, title search, recording fees, demolition and construction costs, and other applicable costs associated with undertaking the project	Yes	\$783,760.00
Housing Administration	Staff costs for salaries, fringe benefits, and operations for the implementation of the rehabilitation/reconstruction activities through the Housing Assistance Program.	Yes	\$55,000.00
Emergency Rental Assistance Program	The Emergency Rental Assistance Program will provide up to three (3) consecutive months of rental assistance to qualified applicants living inside city limits. To be eligible for this rental assistance, applicants must provide evidence of rental arrears and/or impending eviction caused by a financial hardship. The program is intended for individuals to remain stably housed after the temporary assistance ends, and to serve as a bridge to long term stability.	Yes	\$125,000.00
TOTAL DEPARTMENTAL REQUESTS			\$1,688,710.00

220000
\$1,908,710.00

EXECUTIVE SUMMARY
FY 2025 - 2026 CDBG FUNDING REQUESTS
PUBLIC SERVICE AGENCIES

ENTITY	PROJECT DESCRIPTION	ELIGIBLE	REQUEST AMOUNT
Amigos Del Valle, Inc.	Funding request will provide free home delivered meals to forty (40) eligible seniors that reside in the city limits of Edinburg for 251 days to continue living a healthy, productive and independent lives.	Yes	\$65,000.00
C.A.M.P. University	The program provides an opportunity for special needs adults who have graduated high school to continue developing life and social skills. The purpose of this program is to promote independence through social situations, self-care, continued academic study and practical life skills training. Funding request will pay for salary of Education Specialists, Lead Teachers, and Teachers	Yes	\$15,000.00
Capable Kids Foundation, Inc.	The program provides individuals with disabilities in Edinburg with access to adaptive sports, social activities, and life skills training. Funding request will pay for salaries of program staff, including instructor, and life skills trainers. These staff members will be responsible for leading adaptive sports sessions, facilitating life skills training, and organizing community education activities.	Yes	\$3,500.00
TOTAL PUBLIC SERVICE REQUESTS			\$83,500.00



FY 2025-2026 CDBG ALLOCATION:	\$ 1,259,616.00
ESTIMATED PROGRAM INCOME:	\$ 55,000.00
FY 2023-2024 REPROGRAMMING OF FUNDS:	\$ 61,743.15
TOTAL ANTICIPATED REVENUES:	\$ 1,376,359.15
CDBG PROGRAM ADMINISTRATION:	\$ 223,607.15
	\$ 1,152,752.00

DEPARTMENT / PROJECT	PROJECT DESCRIPTION	* Beneficiaries	*Comments	FUNDING REQUEST	STAFF'S RECOMMENDATION	CDC RECOMMENDATION ON MAY 14, 2025
GRANTS ADMINISTRATION						
Program Administration	CDBG Administration - Provide oversight, monitoring and administration functions of CDBG funded projects.			\$223,607.15	\$223,607.15	\$223,607.15
GRANTS ADMINISTRATION						
Housing Reconstruction Program	Provide funding for 5 single-family, owner-occupied housing reconstruction assistance to residents. * Recommendation is for the reconstruction of 3 homes.	3 Housing Units	*	\$783,760.00	\$465,942.00	\$465,942.00
Housing Administration	Administration - Costs associated with the administration implementation and oversight of the Housing Assistance Program.			\$55,000.00	\$55,000.00	\$55,000.00
Emergency Rental Assistance Program	The Emergency Rental Assistance Program provides rental assistance to households who are facing eviction and would otherwise become homeless. It is intended for individuals to remain stably housed after the temporary assistance ends, and to serve as a bridge to long term stability.	20 Families		\$125,000.00	\$90,000.00	\$90,000.00
BUILDING MAINTENANCE						
Fountain Center Roof Rehabilitation	Re-roof the existing roof over the Fountain Center with a Spray Polyurethane Foam System and Fluid Applied Elastomeric Roof Coating to approximately 1,200 square feet area. The system will carry a 20-year manufacture warranty on the material and workmanship. The proposed SPF system is intended to address existing roof challenges, improve energy efficiency, and extend the service life of the building's roof.	6,655 People		\$114,950.00	\$114,950.00	\$114,950.00
FIRE DEPARTMENT						
Rehabilitation of Fire Station No. 3 Phase II	The project is a continuation of the rehabilitation of the existing 40 year old fire station to improve its functionality, efficiency and overall safety. The rehabilitation will update the facility to meet current building codes and standards, enhancing the living and working conditions for firefighters. *Recommendation to fund is for the 6 project elements below: Professional Services (\$25,000): Professional engineering services Garage Doors (\$24,150): Remove and install 6 new garage doors with motors and keypads. ADA Accessibility (\$9,660): Add ramps to be ADA compliant. Lighting (\$12,275): Add new energy efficient lighting fixtures throughout the station. Ceiling Tiles (\$12,275): Remove all existing tiles and grid. Add new ceiling tiles and grid throughout the station. Concrete Repairs and Re-striping (\$65,000): Repair damaged concrete sections at the rear of the fire station to ensure a safe and stable surface for vehicle and pedestrian traffic. The repairs include removing existing deteriorated concrete and replacing/preparing the subbase by pouring new concrete to meet safety and durability standards. Additionally, the area will be re-stripped to designate parking spaces, fire lanes and pedestrian walkways, ensuring compliance with safety regulations and improving overall accessibility. The proposed project elements below are not recommended for funding: Living Quarters - Improve living quarters to include sleeping area and custom built lockers. (\$7,245) Bathroom Facilities: Add Shower, urinal, new sinks, vanity, toilets, exhaust, light fixtures (\$30,187) Kitchen Facility: Strip and paint kitchen cabinets. (\$4,670.50) Landscaping: Irrigation System, Grass, new follower beds, lighting outside (\$12,075) Painting: Paint exterior and interior of station including painting of apparatus area ceiling and floor. (\$30,187.50) Replace flooring: Remove old floor and install new VTC flooring. (\$12,275) Apparatus Area: Repair large crack in rear of apparatus room which may require to be backfilled (void area) underneath concrete. (\$15,000)	13,255 People	*	\$260,000.00	\$148,360.00	\$148,360.00

PARKS & RECREATION DEPARTMENT						
De Zavala Elementary City/School Park Fitness Court	The project consists of the construction of a Fitness Court at De Zavala City/School Park, including permanently affixed exercise and weight lifting equipment, flooring, and a cement base. Installation of the Fitness Court will be completed by City staff. Cement Base must be contracted out through City procurement process. * Staff's Recommendation: Fund as a Secondary Project at \$150,000.	32,070 People	*	\$150,000.00	\$0.00	\$150,000.00
UTILITIES DEPARTMENT						
Smart Water Meters Replacement	The project consists of replacing standard water meters by purchasing and installing new smart water meters. The installation will be completed by City staff. The smart water meters are equipped to conserve and better manage water. *CDC's Recommendation is to fund \$50,000 (156 Units) and fund as Secondary Project at \$150,000 (468 Units)	6,730 People 625 Units	*	\$200,000.00	\$200,000.00	\$50,000.00
TOTAL DEPARTMENTAL REQUESTS				\$1,912,317.15	\$1,297,859.15	\$1,297,859.15
PUBLIC SERVICE AGENCIES						
Amigos Del Valle, Inc.	Funding request will provide free home delivered meals to thirty-six (36) eligible seniors for 251 days to continue living a healthy, productive and independent lives.	36 People		\$65,000.00	\$60,000.00	\$60,000.00
C.A.M.P. University	The program provides an opportunity for special needs adults who have graduated high school to continue developing life and social skills. The purpose of this program is to promote independence through social situations, self-care, continued academic study and practical life skills training. Funding request will pay for salary of Education Specialists, Lead Teachers, and Teachers. A total of eight (8) beneficiaries who live inside the City limits of Edinburg will be assisted.	8 People		\$15,000.00	\$15,000.00	\$15,000.00
Capable Kids Foundation, Inc.	The program provides individuals with disabilities in Edinburg with access to adaptive sports, social activities, and life skills training. Funding request will pay for salaries of program staff, including instructor, and life skills trainers. These staff members will be responsible for leading adaptive sports sessions, facilitating life skills training, and organizing community education activities that will benefit three (3) beneficiaries who live in the City limits of Edinburg.	3 People		\$3,500.00	\$3,500.00	\$3,500.00
TOTAL PUBLIC SERVICE REQUESTS				\$83,500.00	\$78,500.00	\$78,500.00
TOTAL REQUESTS				\$1,995,817.15	\$1,376,359.15	\$1,376,359.15

SECONDARY PROJECT			
DEPARTMENTAL/ PUBLIC SERVICE AGENCY	PROJECT DESCRIPTION		FUNDING REQUEST
Utilities Department	The project consists of replacing standard water meters by purchasing and installing new smart water meters. The installation will be completed by City staff. The smart water meters are equipped to conserve and better manage water.	6,730 People 468 Units	\$150,000.00
TOTAL AMOUNT			\$150,000.00

NOTE: In an effort to effectuate the timely and proper expenditure of funds, the City may adopt a number of secondary projects as part of the Annual Action Plan. A secondary project shall be initiated in the event that a primary project meets unforeseen obstacles to timely implementation and expenditure of appropriated funds. Funding may also be reprogrammed from the primary project and redirected to the selected secondary project for initiation of the activity.

**CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
CDBG REPROGRAMMED FUNDS REPORT
FISCAL YEAR ENDING SEPTEMBER 30, 2024**

AVAILABLE FUNDS FOR REPROGRAMMING			
PROJECT NAME	ORIGINAL BUDGET	PROJECT EXPENDITURES	REMAINING BALANCE
Program Administration - FY 2023-2024 (49th)	\$ 227,000.67	\$ 196,828.32	\$ 30,172.35
Comfort House - FY 2023-2024 (49th)	\$ 3,000.00	\$ 2,870.45	\$ 129.55
Women Together - FY 2023-2024 (49th)	\$ 10,000.00	\$ 9,999.94	\$ 0.06
Emergency Rental Assistance Program - FY 2023-2024 (49th)	\$ 100,000.00	\$ 99,753.64	\$ 246.36
Personal Protective Equipment (PPE) - FY 2023-2024 (49th)	\$ 234,739.00	\$ 223,421.00	\$ 11,318.00
Unappropriated Entitlement Funds - FY 2023-2024 (49th)			\$ 19,876.83
Totals			\$ 61,743.15

PROPOSED PROGRAMMING OF AVAILABLE FUNDS	
PROJECT NAME	AMOUNT
Reprogram with FY 2025-2026 Annual Action Plan	\$ 61,743.15
Totals	\$ 61,743.15

Note: Unappropriated Entitlement Funds is excess program income.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

PUBLIC HEARINGS

Agenda Item No: 6.B.

Rezoning Request - Rio Delta Engineering

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, Being a 47.98 Acres Tract of Land, Out of and Forming a Part or Portion of Lots 5, 6, 7, 8 and 9, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Recorded in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 2812 East Davis Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the south side of East Davis Road, on the southwest corner of East Davis Road and North Doolittle Road. The property has a total lot area of 47.98 acres, with approximately 24.58 acres being zoned Residential, Primary (RP) District. A portion of the tract is currently zoned Residential, Suburban (RS) District, which is the primary low-density single-family residential district, intended to permit a wide range of single-family uses on larger lots. The requested zoning designation is the Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. The applicant indicated the reason for the zone change request is to establish a single-family residential development at this location.

Adjacent zoning is Commercial, Neighborhood (CN) District and Residential, Primary (RP) District to the east, Residential, Primary (RP) District to the south, a drainage ditch and Residential, Primary (RP) District to the west, with property to the north outside of the city limits of Edinburg. Surrounding land consists of a mixture of commercial uses and residential uses. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 99 neighboring property owners on Friday, April 11, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 14, 2025.

On April 16, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On April 24 2025, the Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 04/24/25
CITY COUNCIL – 06/03/25
DATE PREPARED – 04/16/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District

APPLICANT: Fortis Land Company, LLC

AGENT: Rio Delta Engineering

LEGAL: Being a 47.98 acres tract of land, out of and forming a part or portion of Lots 5, 6, 7, 8 and 9, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, recorded in Volume 9, Page 3, Map Records of Hidalgo County, Texas

LOCATION: 2812 East Davis Road

LOT/TRACT SIZE: 47.98 acres

CURRENT USE: Vacant land

PROPOSED USE: Single-family Residential Development

EXISTING ZONING: Residential, Primary (RP) District and Residential, Suburban (RS) District

ADJACENT ZONING: North – outside of city limits
South – Residential, Primary (RP) District
East – Commercial, Neighborhood (CN) District and Residential, Primary (RP) District
West – Residential, Primary (RP) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: North Alamo Water Supply Corporation and City of Edinburg Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District based on adjacent zoning, surrounding land uses, the Future Land Use.

REZONING REQUEST RIO DELTA ENGINEERING

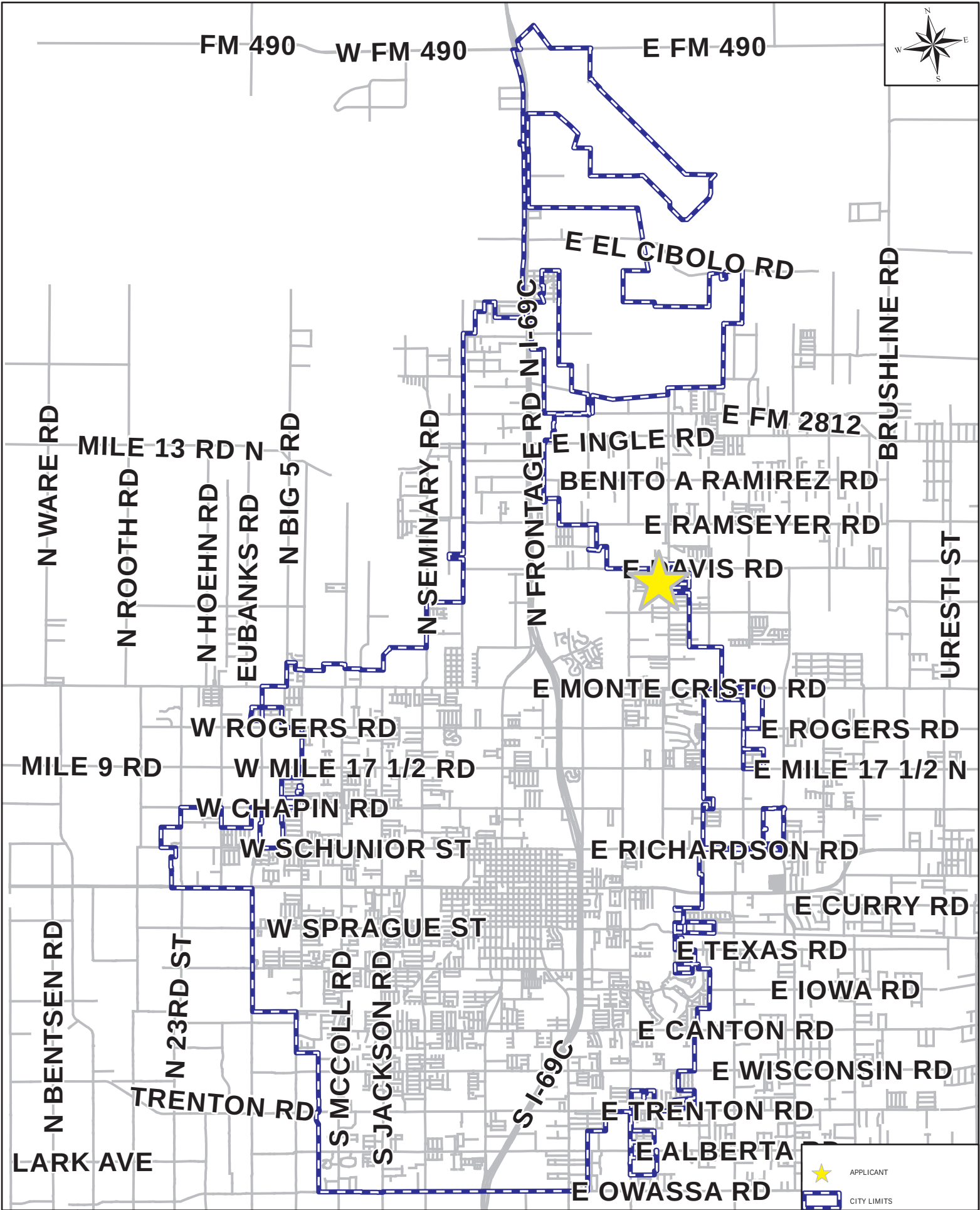
EVALUATION

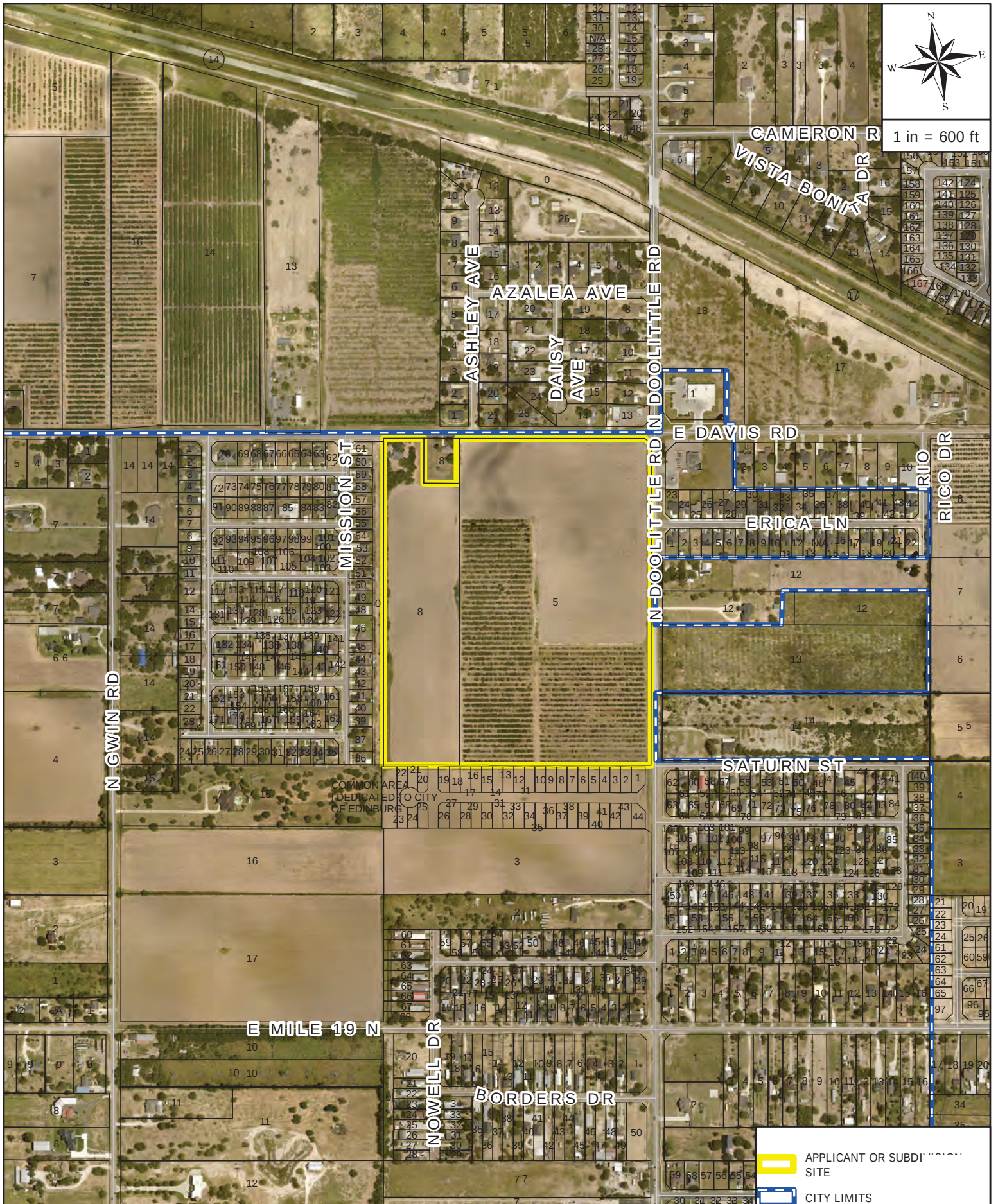
The following is the staff's evaluation of the request:

1. Surrounding land consists of a mixture of commercial uses and residential uses.
2. Adjacent zoning is Commercial, Neighborhood (CN) District and Residential, Primary (RP) District to the east, Residential, Primary (RP) District to the south, a drainage ditch and Residential, Primary (RP) District to the west, with property to the north outside of the city limits.
3. The proposed zoning is consistent with the Future Land Use Plan.
4. The applicant is proposing a single-family residential development at this location.

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

Staff mailed a notice of the public hearing to 99 neighboring property owners on Friday, April 11, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 14, 2025.

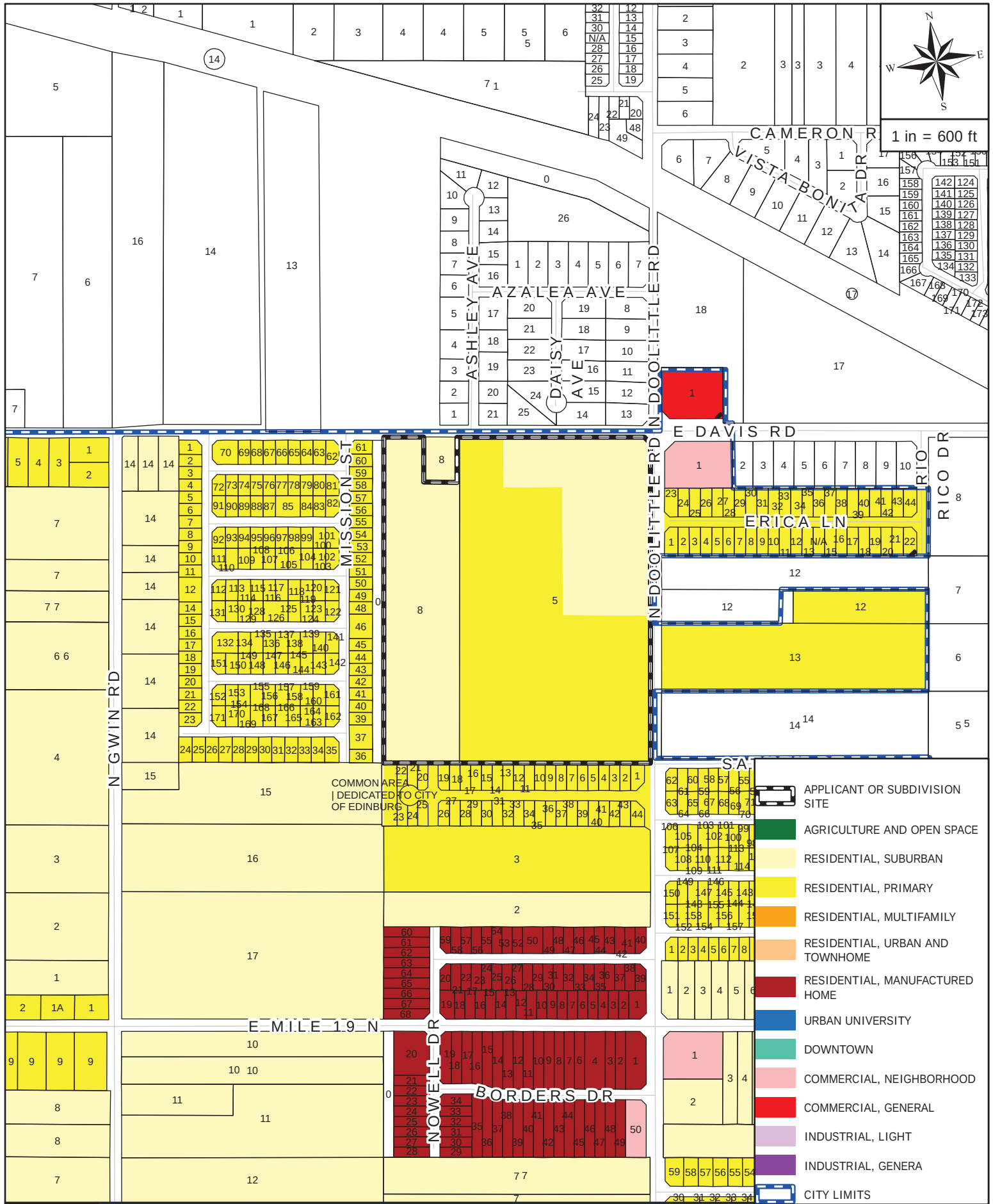


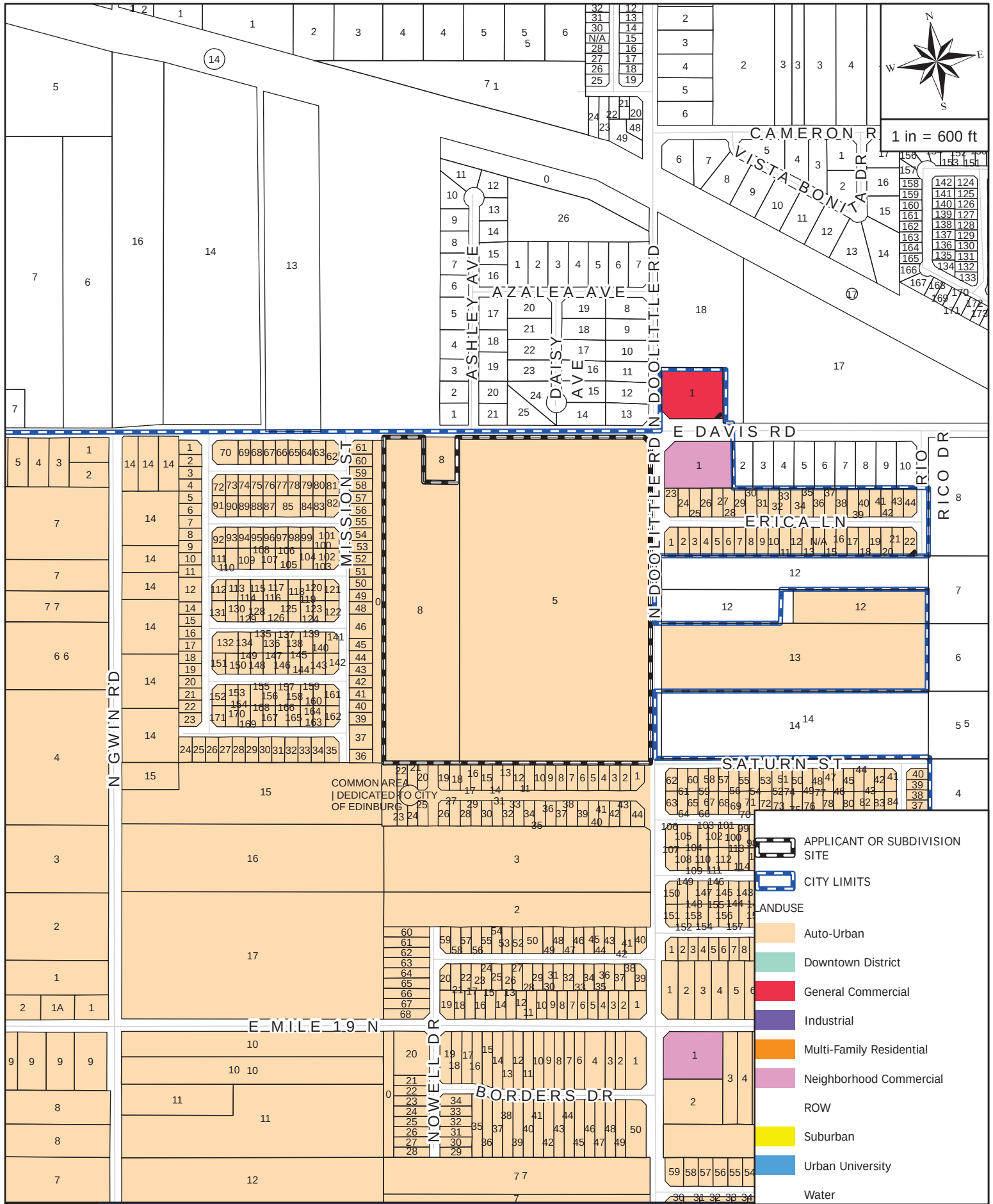


AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0266 2812 E DAVIS RD



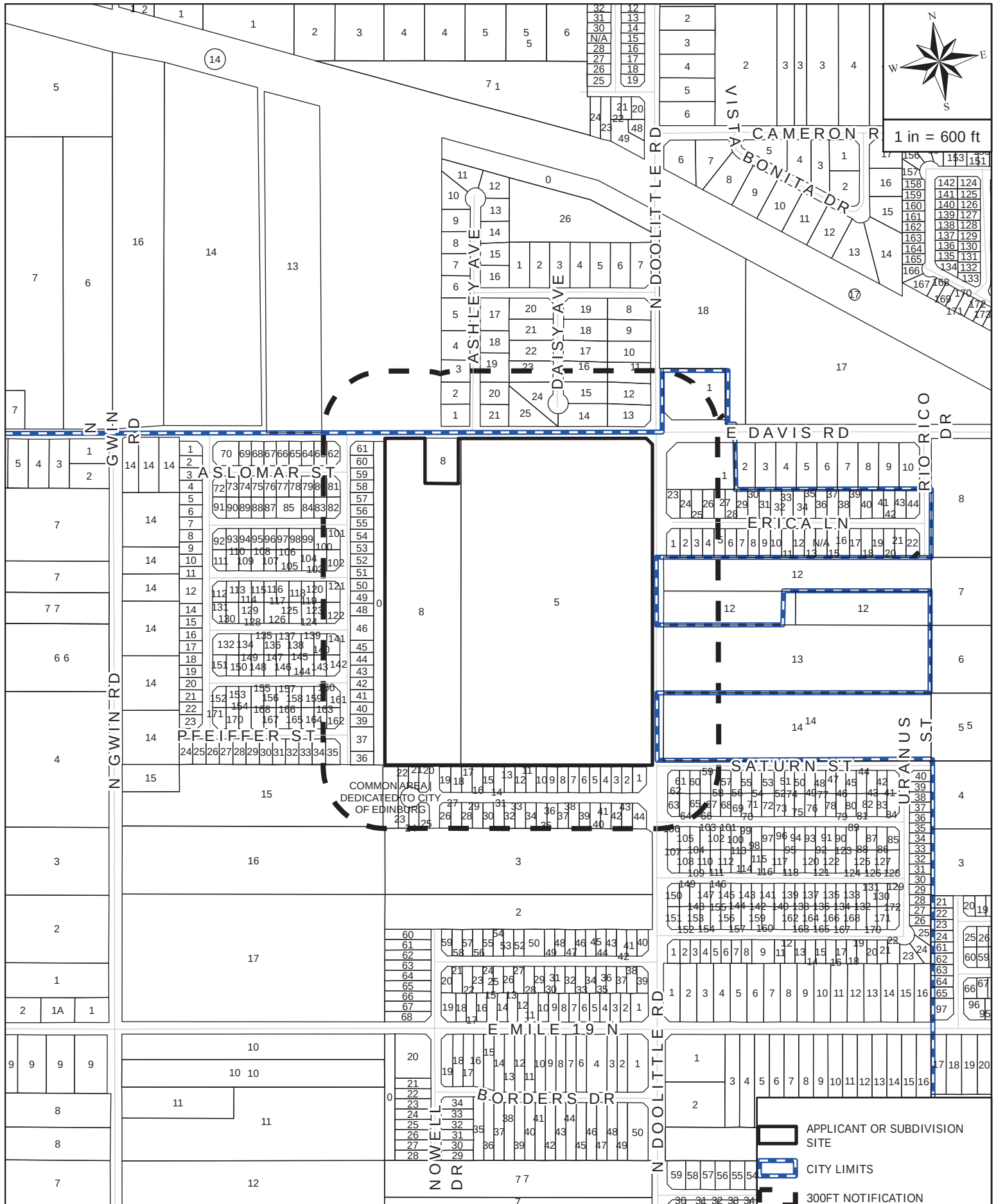


FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0266 2812 E DAVIS RD





MAILOUT AND SITE MAP **APPLICANT AND/OR SUBDIVISION:**

RZNE-2025-0266 2812 E DAVIS RD



Rezoning Request Site Photo

Rio Delta Engineering
2812 East Davis Road



EXHIBIT "A"
TRACT 1 -47.98 ACRES
OUT OF LOTS 5, 6, 7, 8 AND 9, BLOCK 8,
SANTA CRUZ GARDENS UNIT No. 3,
HIDALGO COUNTY, TEXAS,
VOLUME 9, PAGE 3,
MAP RECORDS HIDALGO COUNTY
FIELD NOTES

BEING A 47.98 ACRES TRACT OF LAND, OUT OF AND FORMING A PART OR PORTION OF LOTS 5, 6, 7, 8 AND 9, BLOCK 8, SANTA CRUZ GARDENS UNIT No.3 SUBDIVISION, RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 47.98 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON-PICKER-SPINDLE FOUND AT THE NORTHEAST CORNER OF THE SAID LOT 5, BLOCK 8, SAME BEING THE POINT OF INTERSECTION BETWEEN THE CENTERLINES OF E. DAVIS ROAD AND N. DOOLITTLE ROAD; FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT

THENCE N 81°21'23" W ALONG THE NORTH LINE OF THE SAID LOTS 5,6,7 AND 8, BLOCK 8, SAME BEING ALONG THE CENTERLINE OF E. DAVIS ROAD, A DISTANCE OF 962.00 FEET TO A COTTON-PICKER-SPINDLE SET, TO A POINT BEING THE NORTHEAST CORNER OF A CALLED 1.00 ACRES TRACT OF LAND CONVEYED TO HERLINDA MORENO, RECORDED IN DOCUMENT # 1781239, OFFICAL RECORDS OF THE HIDALGO COUNTY, TEXAS FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 8°38'37" W ACROSS THE SAID LOT 8, BLOCK 8, PASSING AT A DISTANCE OF 30.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DAVIS ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 248.90 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 81°21'23" W ACROSS THE SAID LOTS 8 AND 9, BLOCK 8, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 1.00 ACRES MORENO TRACT, TO THE SOUTHWEST CORNER OF THE SAID 1.00 ACRES MORENO TRACT, A DISTANCE 175.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 08°38'37" E ACROSS THE SAID LOT 9, BLOCK 8, SAME BEING ALONG THE EAST BOUNDARY OF THE SAID 1.00 ACRES MORENO TRACT TO THE NORTHEAST CORNER OF THE SAID 1.00 ACRES MORENO TRACT, PASSING AT 218.90 FEET THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DAVIS ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 248.90 TO A COTTON-PICKER-SPINDLE SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE N 81°21'23" W ALONG THE NORTH LINE OF SAID LOT 9, BLOCK 8 , SAME BEING ALONG THE CENTER LINE OF DAVIS ROAD, A DISTANCE OF 174.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 08°38'37" E ALONG THE WEST LINE OF THE SAID LOT 9, BLOCK 8, SAME BEING ALONG THE EAST LINE OF A CALLED 55.00 FOOT CITY OF EDINBURG DRAIN DITCH RIGHT-OF-WAY AS PER DAVIS PALMS SUBDIVISION RECORDED IN VOLUME 55, PAGE 155, MAP RECORDS OF THE HIDALGO COUNTY, TEXAS, TO THE SOUTHWEST CORNER OF THE SAID LOT 9, BLOCK 8, , PASSING AT 30.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF DAVIS ROAD, FROM WHICH A 5/8 IRON ROD FOUND BEARS N 57°27'19" W 0.47 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1625.01 FEET TO A COTTON PICKER SPINDLE SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 81°09'23" E ALONG THE SOUTH LINE OF THE SAID LOTS 5,6,7,8 AND 9, BLOCK 8, SAME BEING ALONG THE NORTH BOUNDARY LINE OF A CALLED 18.79 ACRES TRACT OF LAND CONVEYED TO RG ENTERPRISES LLC RECORDED IN DOCUMENT NUMBER 3462120 OFFICIAL RECORDS OF THE HIDALGO COUNTY, TEXAS, TO THE SOUTHEAST CORNER OF THE SAID LOT 5, BLOCK 5, PASSING AT 1281.01FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF DOOLITTLE ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1311.01 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS N 5°44'54" W 2.59 FEET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 08°38'37" E ALONG THE CENTERLINE OF N. DOOLITTLE ROAD, SAME BEING ALONG THE EAST LINE OF LOT 5, BLOCK 8, A DISTANCE OF 1629.55 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 47.98 ACRES OF LAND , MORE OR LESS OUT OF WHICH THE MOST NORTHERLY 30.00 FEET (0.78 ACRES) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF DAVIS ROAD, AND THE EAST 30.00 FEET (1.12 ACRES) LIES WITHIN THE EXISING RIGHT-OF-WAY OF DOOLITTLE ROAD.

SAVE AND EXCEPT A 24.58 ACRES TRACT OF LAND AS THE METES AND BOUNDS FOLLOWS,

5.63 ACRES OF LOT 8, BLOCK 8, SANTA CRUZ GARDENS UNIT No.3 SUBDIVISION, RECORDED IN VOLUME 9, PAGE 3,

MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 24.58 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID LOT 8, SAME BEING THE POINT OF INTERSECTION BETWEEN THE CENTERLINES OF E. DAVIS ROAD AND N. DOOLITTLE ROAD;

THENCE N 81°21'15" W ALONG THE NORTH LINE OF THE SAID LOTS 5 AND 6 OF BLOCK 8, SAME BEING ALONG THE CENTERLINE OF E. DAVIS ROAD, A DISTANCE OF 691.75 FEET TO A POINT, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE S 8°37'41" W ACROSS THE SAID LOT 7 OF BLOCK 8, A DISTANCE OF 336.01 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 81°22'19" E ACROSS THE SAID LOTS 7 AND 6 OF BLOCK 8, A DISTANCE OF 320.00 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 8°37'41" W ACROSS THE SAID LOT 6 OF BLOCK 8, A DISTANCE OF 699.33 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 81°22'19" E ACROSS THE SAID LOTS 6 AND 5 OF BLOCK 8, TO A POINT ON THE EAST LINE OF THE SAID LOT 5 OF BLOCK 8, SAME BEING A POINT ON THE CENTERLINE OF N. DOOLITTLE ROAD, PASSING AT 341.75 FEET THE EXISTING WEST RIGHT-OF-WAY LINE OF N. DOOLITTLE ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 371.75 FEET TO A POINT, FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 8°37'41" W ALONG THE EAST LINE OF THE SAID LOT 5 OF BLOCK 8, SAME BEING ALONG THE CENTERLINE N. DOOLITTLE ROAD, TO THE SOUTHEAST CORNER OF THE SAID LOT 5 OF BLOCK 8, A DISTANCE OF 590.00 FEET TO A POINT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 81°22'19" W ALONG THE SOUTH LINE OF LOTS 5, 6, 7, AND 8, A DISTANCE OF 961.75 FEET TO A POINT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 8°37'41" E ACROSS THE SAID LOT 8 OF BLOCK 8, TO A POINT ON THE NORTH LINE OF THE SAID LOT 8 OF BLOCK 8, SAME BEING A POINT ON THE CENTERLINE E. DAVIS ROAD, PASSING AT 1595.42 FEET THE EXISTING SOUTH RIGHT-OF-WAY LINE OF E. DAVIS ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1625.42 FEET TO A POINT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 81°21'15" E ALONG THE NORTH LINE OF THE SAID LOTS 8, 7, 6, AND 5 OF BLOCK 8, SAME BEING ALONG THE CENTERLINE E. DAVIS ROAD, A DISTANCE OF 270.00 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 24.58 ACRES OF LAND, MORE OR LESS, OUT OF WHICH THE NORTH 30.00 FEET (0.19 ACRES) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF E. DAVIS ROAD, AND THE EAST 30.00 FEET (0.41 ACRES) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF N. DOOLITTLE ROAD.

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELDNOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

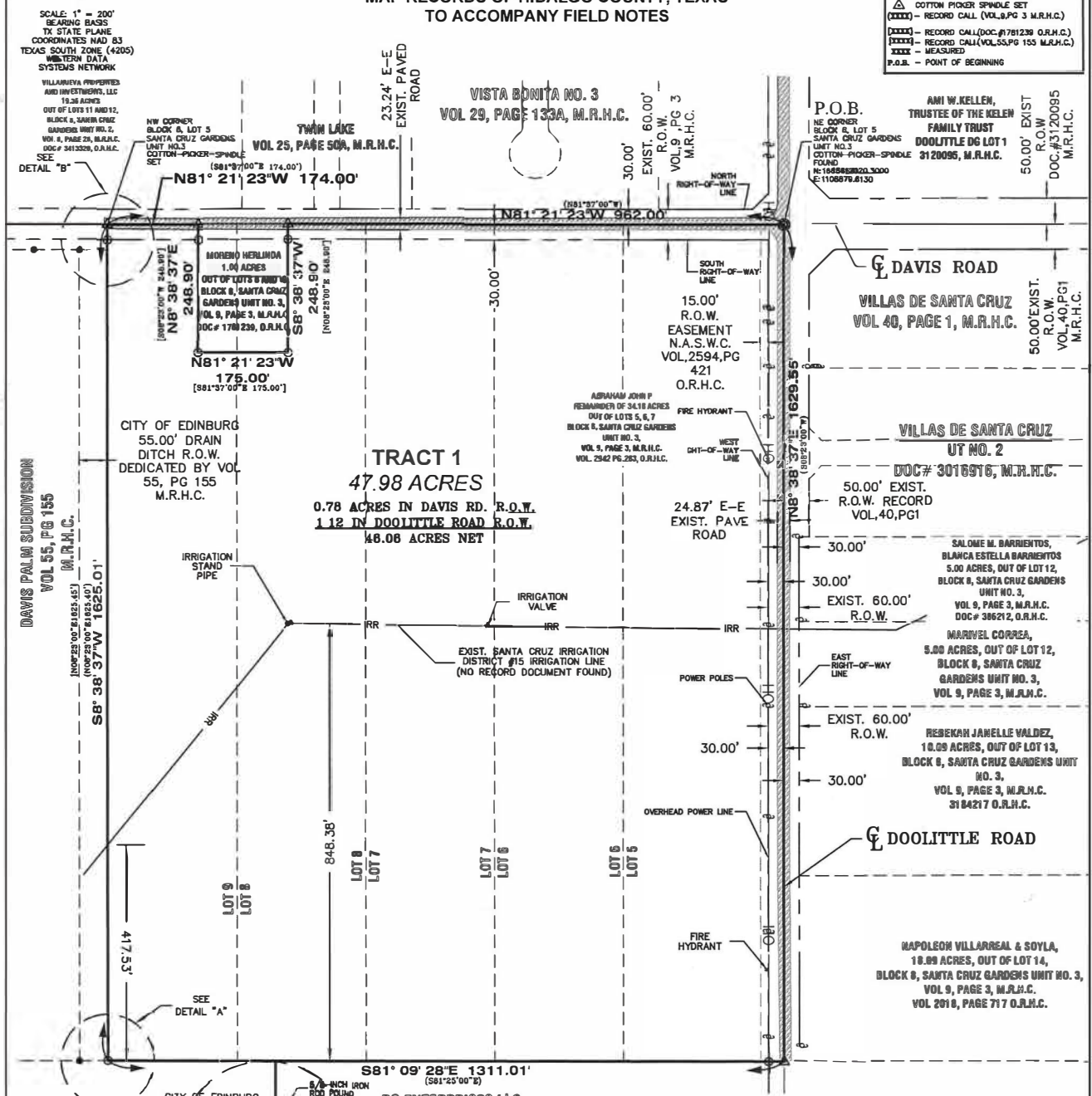

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10th AVENUE
EDINBURG, TEXAS 78539

4/8/25
DATE



**EXHIBIT B
BOUNDARY SURVEY
TRACT 1 - 47.98 ACRES
OUT OF LOTS 5, 6, 7, 8, AND 9, BLOCK 8, SANTA CRUZ GARDENS UNIT NO. 3
VOLUME 9, PAGE 3,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES**

LEGEND	
○	1/2" IRON ROD SET
●	1/2" IRON ROD FOUND
×	FENCE CORNER FOUND
○	RIGHT-OF-WAY POST FOUND
⊙	5/8" IRON ROD FOUND
⊗	COTTON PICKER SPINDLE FOUND
△	CALCULATED POINT
△	COTTON PICKER SPINDLE SET
(XXXX)	RECORD CALL (VOL. 9, PG. 3 M.R.H.C.)
(XXXX)	RECORD CALL (VOL. 9, PG. 3 M.R.H.C.)
(XXXX)	RECORD CALL (VOL. 55, PG. 155 M.R.H.C.)
XXXX	MEASURED
P.B.	POINT OF BEGINNING



SURVEYOR'S NOTES:

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

2) THE PROPERTY SHOWN IS IN ZONE X AND ZONE AE, AREAS OF MINIMAL FLOODING, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 480334 0325D, DATED JUNE 6, 2000.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING APRIL 2025, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".



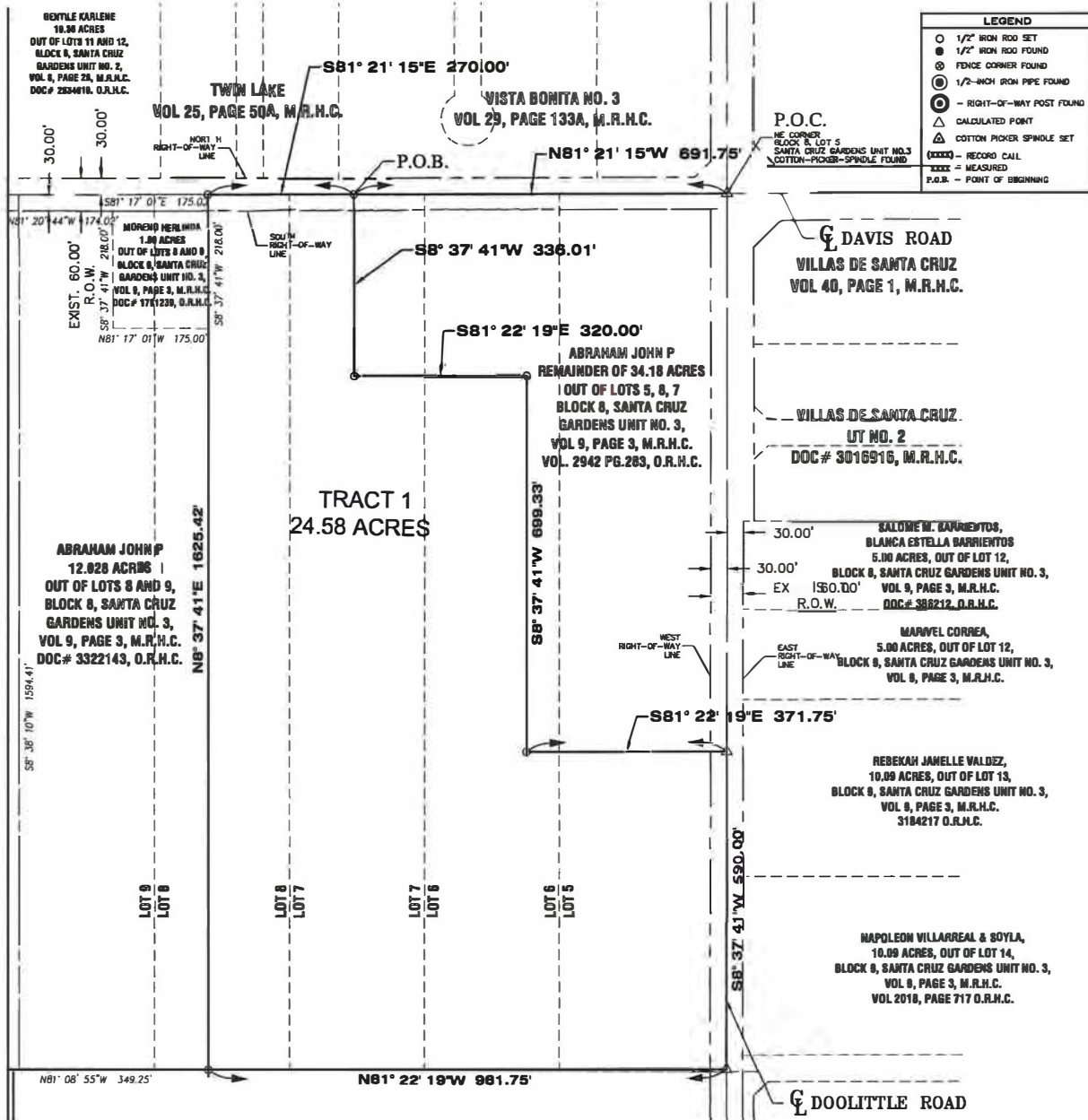
RIO DELTA ENGINEERING FIRM REGISTRATION No. F-7628 SURVEY FIRM NO. 10164027 921 S. 10TH AVENUE, EDINBURG TEXAS 78639 (TEL) 956-380-6152 (FAX) 956-380-5083	DATE	APRIL 2025
	PROJECT	SUB 21 052
	PAGE	1 OF 1

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

DATE
4/8/25

**EXHIBIT C
SAVE AND EXCEPT
TRACT 1 - 24.58 ACRES
OUT OF LOTS 5, 6, 7 AND 8 SANTA CRUZ GARDENS UNIT NO. 3
VOLUME 9, PAGE 3,
MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES**

SCALE: 1" = 200'
BEARING BASE
TX STATE PLANE
COORDINATE NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA
SYSTEMS NETWORK



SURVEYOR'S NOTES:

- 1) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.
 - 2) THE PROPERTY SHOWN IS IN ZONE X AND ZONE AE, AREAS OF MINIMAL FLOODING, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 480334 0325D, DATED JUNE 5, 2000.
 - 3) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING JULY 2022, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".



RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7828
SURVEY FIRM NO. 10194027
821 S. 10TH AVENUE, EDINBURG TEXAS 78539
(TEL) 956-380-6162 (FAX) 956-380-6085

DATE: APRIL 2025
PROJECT: SUB 21 052
PAGE: 1 OF 1



IVAN GARCIA
REG. PROFESS IONALAND
SURVEYOR NO. 6496

DATE

ZONE CHANGE APPLICATION

Case # : R2NE-2025-02166

Today's Date: 3/18/25

OWNER INFORMATION

Name: FORTIS LAND COMPANY LLC Phone No. : (956) 292-0008
Contact Name: OMAR GARCIA
Mailing Address: 5312 N 10ST SUITE 200 City: MCALLEN Zip: 78504
Email Address: OMAR@OGBUILD.COM

APPLICANT INFORMATION

Name: RIO DELTA ENGINEERING Phone No. : (956) 380-5152
Contact Name: IVAN GARCIA P.E., R.P.L.S.
Mailing Address: 921 S. 10TH AVE City: EDINBURG Zip: 78539
Email Address: EDINBURG@RIODELTAENGINEERING.COM

PROPERTY INFORMATION

Address/Location being Rezoned: SW CORNER OF N DOOLITTLE RD AND E DAVIS RD
Legal Description of Property: Property ID(s): 278892
BEING A 22.63 ACRES TRACT OF LAND, OUT OF AND FORMING A PART OR PORTION OF LOT
2812 E Davis Rd
Zone Change: From: RS - RESIDENTIAL, SUBURBAN To: RP - RESIDENTIAL, PRIMARY
Existing Land Use: AGRICULTURAL
Reason for Zone Change: SUBDIVISION DEVELOPMENT

Omar Garcia
(Please Print Name)

[Signature]
Signature

AMOUNT PAID \$ _____

RECEIPT NUMBER _____

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

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

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

OWNER NOTIFICATION LIST REPORT

PID: 278909 RG ENTERPRISES LLC

711 E WISCONSIN RD

EDINBURG, TX 78539-7007

PID: 645053 DE BARRETO RUFINA SANCHEZ
ET AL

2205 SALTILLO ST

HIDALGO, TX 78557-3447

PID: 727760 JUAREZ REBECA LEAH & JESUS
CANTU

4816 MISSION ST

EDINBURG, TX 78542-3228

PID: 724402 CANTU JOEL & GLADIS S
HERNANDEZ

3212 SATURN ST

EDINBURG, TX 78542-1343

PID: 724410 GONZALEZ LETICIA CANTU

3209 PLUTO ST

EDINBURG, TX 78542-1340

PID: 724404 BARRON ALBERTO & ANA
FACUNDO

3208 SATURN ST

EDINBURG, TX 78542-1343

PID: 724408 GONZALEZ ORISSA K

3205 PLUTO ST LOT 64

EDINBURG, TX 78542-1340

PID: 724406 QUIROZ JESSICA

300 SAN ANGELO DR

ALAMO, TX 78516-9433

PID: 727805 SOLIS HUGO J & ADRIANA

2711 CALEDONIA ST

EDINBURG, TX 78542-3299

PID: 727804 GREGORY PRISCILLA LORRAINE

2712 ASILOMAR ST

EDINBURG, TX 78542

PID: 278890 RG ENTERPRISES LLC

711 E WISCONSIN RD

EDINBURG, TX 78539-7007

PID: 278883 COPPER COVE SUBDIVISION LLC

3911 N 10TH ST STE A

MCALLEN, TX 78501-2037

PID: 724411 HERNANDEZ JOSE J & MARIA E

3211 PLUTO ST

EDINBURG, TX 78542

PID: 724403 FLORES OLGA BARCENAS

3210 SATURN ST

EDINBURG, TX 78542-1343

PID: 724409 GONZALEZ ORISSA K

3205 PLUTO ST LOT 65

EDINBURG, TX 78542-1340

PID: 724405 ZAVALA CAROLINA BEATRIZ &
JORGE SALINAS

415 KIKA DE LA GARZA ST

EDINBURG, TX 78539-9664

PID: 724407 RODRIGUEZ SOFIA

2104 GRANITE AVE

MISSION, TX 78572-3510

PID: 724452 GARCIA WENDY M REYES

3206 PLUTO ST

EDINBURG, TX 78542-1339

PID: 727803 DIAZ JOSHUA & GABRIELA

2710 E ASILOMAR ST

EDINBURG, TX 78542

PID: 727785 GARCIA ELSA

109 HOPI ST

RIO GRANDE CITY, TX 78582-6681

OWNER NOTIFICATION LIST REPORT

PID: 727786 GARCIA ISELA
2709 ASILOMAR ST
EDINBURG, TX 78542-1374

PID: 278894 MORENO HERLINDA
2906 E DAVIS RD
EDINBURG, TX 78542-9602

PID: 278892 ABRAHAM JOHN P
1501 NORTHGATE LN
MCALLEN, TX 78504-9594

PID: 727825 HERNANDEZ REYNALDO
OROZCO & SUSANA OROZCO
651 N 11TH ST
SAN JOSE, CA 95112-3221

PID: 727823 CANTU MIGUEL EDUARDO
2710 CALEDONIA ST
EDINBURG, TX 78542-3299

PID: 727866 ESPANA JOSE LUIS GONZALEZ
5305 ASHLEY AVE
EDINBURG, TX 78542-3310

PID: 727864 HERNANDEZ GERARDO &
BRENDA C
2712 SEQUOIA ST
EDINBURG, TX 78542-4303

PID: 727845 MONTEMAYOR DE LA VINA
REBECCA ANN & PLUTARCO RODOLFO DE LA
VINA III
2711 SEQUOIA ST

PID: 727843 VALDEZ KARLA ELIZABETH
2710 TASSAJARA ST
EDINBURG, TX 78539

PID: 727886 VALDEZ REBEKAH
9741B WASHINGTON LAP
FORT DRUM, NY 13603-3305

PID: 278882 BARRIENTOS SALOME M &
BLANCA E
5022 N DOOLITTLE RD
EDINBURG, TX 78542-4039

PID: 278891 ABRAHAM JOHN P & MERCY K
1501 NORTHGATE LN
MCALLEN, TX 78504-9594

PID: 727824 CARRION JUAN CARLOS
2712 CALEDONIA ST
EDINBURG, TX 78542-7696

PID: 727826 RIOS CONSTRUCTION LLC
2709 TASSAJARA ST
EDINBURG, TX 78542-5374

PID: 727863 CHAVERO REYES F JR & WENDY
RAMIREZ
2710 SEQUOIA ST
EDINBURG, TX 78542-4303

PID: 727865 ALVAREZ JOSE R & JULIE
2711 E YOSEMITE ST
EDINBURG, TX 78542-4016

PID: 727844 GARCIA JORGE L & DORA
6804 APACHE ST
MISSION, TX 78572-6255

PID: 727846 RODRIGUEZ ENRIQUE
RIGOBERTO JR
2709 SEQUOIA ST
EDINBURG, TX 78542-4303

PID: 727884 MEZA SANDRA
2712 YOSEMITE ST
EDINBURG, TX 78542-1373

PID: 727885 MEDRANO AMANDA M
2711 PFEIFFER ST
EDINBURG, TX 78542-5313

OWNER NOTIFICATION LIST REPORT

PID: 727773 SERNA EDUARDO D
8002 CABANA ST
EDINBURG, TX 78542-1466

PID: 727771 QUINTANILLA ABIGAIL
SANDOVAL A/K/A ABIGAIL TREVINO
5004 MISSION ST
EDINBURG, TX 78542-3230

PID: 727768 HERNANDEZ EPIFANIO JR &
ERIKA SALINAS
4914 MISSION ST
EDINBURG, TX 78542-1357

PID: 727766 ZARAGOSA BRADLEY A
4910 MISSION ST
MISSION, TX 78542-1357

PID: 727764 LUNA EDUARDO JR
4906 MISSION ST
EDINBURG, TX 78542-1357

PID: 727762 GARZA BRANDI
4902 MISSION ST
EDINBURG, TX 78542

PID: 727758 ZARATE JOSE JR & BELINDA
CANO
515 N 20TH AVE
EDINBURG, TX 78541-3719

PID: 727783 RODRIGUEZ EDUARDO
5112 MISSION ST
EDINBURG, TX 78542

PID: 727781 BOCANEGRA ANGELICA
5108 MISSION ST
EDINBURG, TX 78542-3333

PID: 727779 ALANIZ JOSE CONCEPCION JR
5104 MISSION ST
EDINBURG, TX 78542-3333

PID: 727772 ALANIZ JOSE A SAENZ & LILIANA
LUNA
5011 AGUAJITO ST
EDINBURG, TX 78542-3231

PID: 727769 FLORES LUIS GERARDO &
MARISSA JOHANA
6307 POINSETTA ST
EDINBURG, TX 78542-6654

PID: 727767 VIGIL PEDRO FERNANDO
4912 MISSION ST
EDINBURG, TX 78542-1357

PID: 727765 CRUZ MARCELA
4908 MISSION ST
EDINBURG, TX 78542-1357

PID: 727763 PADILLA SERGIO GARCIA
4904 MISSION ST
EDINBURG, TX 78542

PID: 727759 VELA JAJAIRA & ESTEBAN GARZA
4812 N MISSION ST
EDINBURG, TX 78542-3228

PID: 727757 ARREDONDO ALICIA & RICARDO
2710 PFIEFFER ST
EDINBURG, TX 78542-5250

PID: 727782 SABINO MANUEL G
5110 MISSION ST
EDINBURG, TX 78542-3333

PID: 727780 TIJERINA MARTIN JR
5106 MISSION ST
EDINBURG, TX 78542-3333

PID: 727778 MACIAS JOSE MARTIN JR
5102 MISSION ST
EDINBURG, TX 78542

OWNER NOTIFICATION LIST REPORT

PID: 727777 MEZA JUAN ISIDRO
2108 IRVING LN
MISSION, TX 78573-6968

PID: 727775 SOLIS HUGO J & ADRIANA
ARREDONDO
2711 CALEDONIA ST
EDINBURG, TX 78542-3299

PID: 727895 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 528289 CORREA MARIVEL
4926 N DOOLITTLE RD
EDINBURG, TX 78542-4000

PID: 538647 PULIDO VENUSTIANO
5208 DAISY AVE
EDINBURG, TX 78542-7336

PID: 309992 VEGA AFRICA KARILU
5208 ASHLEY AVE
EDINBURG, TX 78542-3367

PID: 538660 GARZA FRANCISCO S & VIRGINIA
2911 E DAVIS RD
EDINBURG, TX 78542-1408

PID: 538658 SANCHEZ JAVIER M & ROSA A
5209 DAISY AVE
EDINBURG, TX 78542-7336

PID: 538646 TAMEZ JUAN & MARINA A
2101 PIN OAK RD
EDINBURG, TX 78539

PID: 538644 REYES JOSE ANTONIO
5213 N DOOLITTLE RD
EDINBURG, TX 78542-2880

PID: 727776 FLEMING JAMES WILLIAM &
MARIA SALAZAR
2801 MYNAH AVE
MCALLEN, TX 78504-4215

PID: 727774 VALLEJO HECTOR
2502 SINGLETARY
EDINBURG, TX 78542-4637

PID: 278908 CASTRO MICHAEL & JESSICA
4804 N GWIN RD
EDINBURG, TX 78542-5634

PID: 538648 RUPPERT RICHARD W
5208 DAISY AVE
EDINBURG, TX 78542

PID: 538657 VARGAS JUAN DE DIOS LUNA
5215 DAISY AVE
EDINBURG, TX 78542-7336

PID: 538650 GONZALEZ NELSON RAMIREZ &
FLAVIA HUERTA-MARTINEZ
5214 DAISY AVE
EDINBURG, TX 78542-7336

PID: 309993 RAMIREZ SAN JUANA
5202 ASHLEY AVE
EDINBURG, TX 78542-3367

PID: 309991 TIJERINA RAMIRO & JOSEFINA C
5214 ASHLEY AVE
EDINBURG, TX 78542-3367

PID: 538645 SANCHEZ ARTURO & YOLANDA
5207 N DOOLITTLE RD
EDINBURG, TX 78542-2880

PID: 309973 BRISENO HERLINDA &
CAYETANO
5201 ASHLEY AVE
EDINBURG, TX 78542-3367

OWNER NOTIFICATION LIST REPORT

PID: 309974 BAUTISTA SAUL & GUADALUPE
A
5207 ASHLEY AVE
EDINBURG, TX 78542-3367

PID: 278521 VILLANUEVA PROPERTIES &
INVESTMENTS LLC
3528 BUDDY OWENS BLVD
MCALLEN, TX 78504-5465

PID: 1235537 GARZA PIERRE L
1008 E ALAN ST
PHARR, TX 78577-2604

PID: 1235539 FLORES CONCEPCION III
210 HAZEL
SAN JUAN, TX 78589-3615

PID: 1235541 RODRIGUEZ MARIO A
3216 ERICA LN
EDINBURG, TX 78542-1629

PID: 1235560 ELLIOTT JONATHAN GLENN
1415 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-5347

PID: 1235562 RAMIREZ MARK
3213 ERICA LN
EDINBURG, TX 78542-1629

PID: 1305737 KELEN AMI W TRUSTEE KELEN
FAMILY TRUST
1150 ELISE COURT
NIPOMO, CA 93444-6681

PID: 518051 VILLARREAL NAPOLEON &
SOYLA
2717 E MILE 6 RD
MISSION, TX 78573-9762

PID: 278884 VILLARREAL NAPOLEON &
SOYLA
2717 E MILE 6 RD
MISSION, TX 78573-9762

PID: 309975 VALDEZ ARTURO & SAN
JUANITA
5213 ASHLEY AVE
EDINBURG, TX 78542-3367

PID: 278522 OLIVAREZ RENE R & NORMA C
2705 E DAVIS RD
EDINBURG, TX 78542-2936

PID: 1235538 SILVA JOSE & ANA ISELA
3204 ERICA LN
EDINBURG, TX 78542-1629

PID: 1235540 LINARES MARILIN GARCIA
3212 ERICA LN
EDINBURG, TX 78542

PID: 1235559 D'ORO CONSULTING &
DEVELOPMENT LLC
3201 ERICA LN
EDINBURG, TX 78542-1629

PID: 1235561 KADER BRENDA & ABNER
ZAMORA
3209 ERICA LN
EDINBURG, TX 78542-1629

PID: 1235563 LOZANO ENRIQUE
3217 ERICA LN
EDINBURG, TX 78542-1629

PID: 727806 GARCIA NARCISO
2709 CALEDONIA ST
EDINBURG, TX 78542-3299

PID: 727883 GONZALEZ ERIK H & JESSICA
2710 E YOSEMITE ST
EDINBURG, TX 78542-1373

PID:

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING A 47.98 ACRES TRACT OF LAND, OUT OF AND FORMING A PART OR PORTION OF LOTS 5, 6, 7, 8 AND 9, BLOCK 8, SANTA CRUZ GARDENS UNIT NO. 3 SUBDIVISION, RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 2812 EAST DAVIS ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District to Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Being a 47.98 acres tract of land, out of and forming a part or portion of Lots 5, 6, 7, 8 and 9, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, recorded in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 2812 East Davis Road, Edinburg, Hidalgo County, Texas, from Residential, Suburban (RS) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on April 24, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on June 3, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of June 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: June 3, 2025

PUBLIC HEARINGS

Agenda Item No: 6.C.

Rezoning Request - Marco Antonio and Irma Rios

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lots 32 and 33, Bar Subdivision Unit No. 6, Located at 3110 Pablo Street, as Requested by Marco Antonio and Irma Rios, and Marco Antonio Rios, Jr. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This property is located on the southeast intersection of Pablo Street and West Efrain Street. The property consists of two lots for a total lot area of approximately 15,113.75 square feet (0.34 acre). The property is currently zoned Agriculture and Open Space (AO) District, which is intended to provide support agriculture and agriculture-supported uses as the primary use of land. On December 10, 2013, this property was annexed into the city limits with the Agriculture and Open Space (AO) District designation. The requested zoning designation is the Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. There is an existing residential home at this location.

Adjacent zoning is Agriculture and Open Space (AO) District and Residential, Primary (RP) District to the north and Agriculture and Open Space (AO) District in all directions. Surrounding land consists of residential uses and commercial uses. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 56 neighboring property owners on Friday, April 25, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 14, 2025.

On May 2, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On May 8, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request.

3. Staff's Recommendation:

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District based on the existing uses and the character of the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:

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

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/08/25
CITY COUNCIL – 06/03/25
DATE PREPARED – 05/01/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

APPLICANT: Marco Antonio and Irma Rios, and Marco Antonio Rios, Jr.

AGENT: N/A

LEGAL: Lots 32 and 33, Bar Subdivision Unit No. 6

LOCATION: 3110 Pablo Street

LOT/TRACT SIZE: approximately 15,113.75 square feet (0.34 acre)

CURRENT USE: Residential

PROPOSED USE: Residential

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Agriculture and Open Space (AO) District and Residential, Primary (RP) District
South – Agriculture and Open Space (AO) District
East – Agriculture and Open Space (AO) District
West – Agriculture and Open Space (AO) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Sharyland Water Supply Corporation Water

RECOMMENDATION: Staff recommends approval of Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District based on the existing uses and the character of the area.

**REZONING REQUEST
MARCO ANTONIO AND IRMA RIOS,
AND MARCO ANTONIO RIOS, JR.**

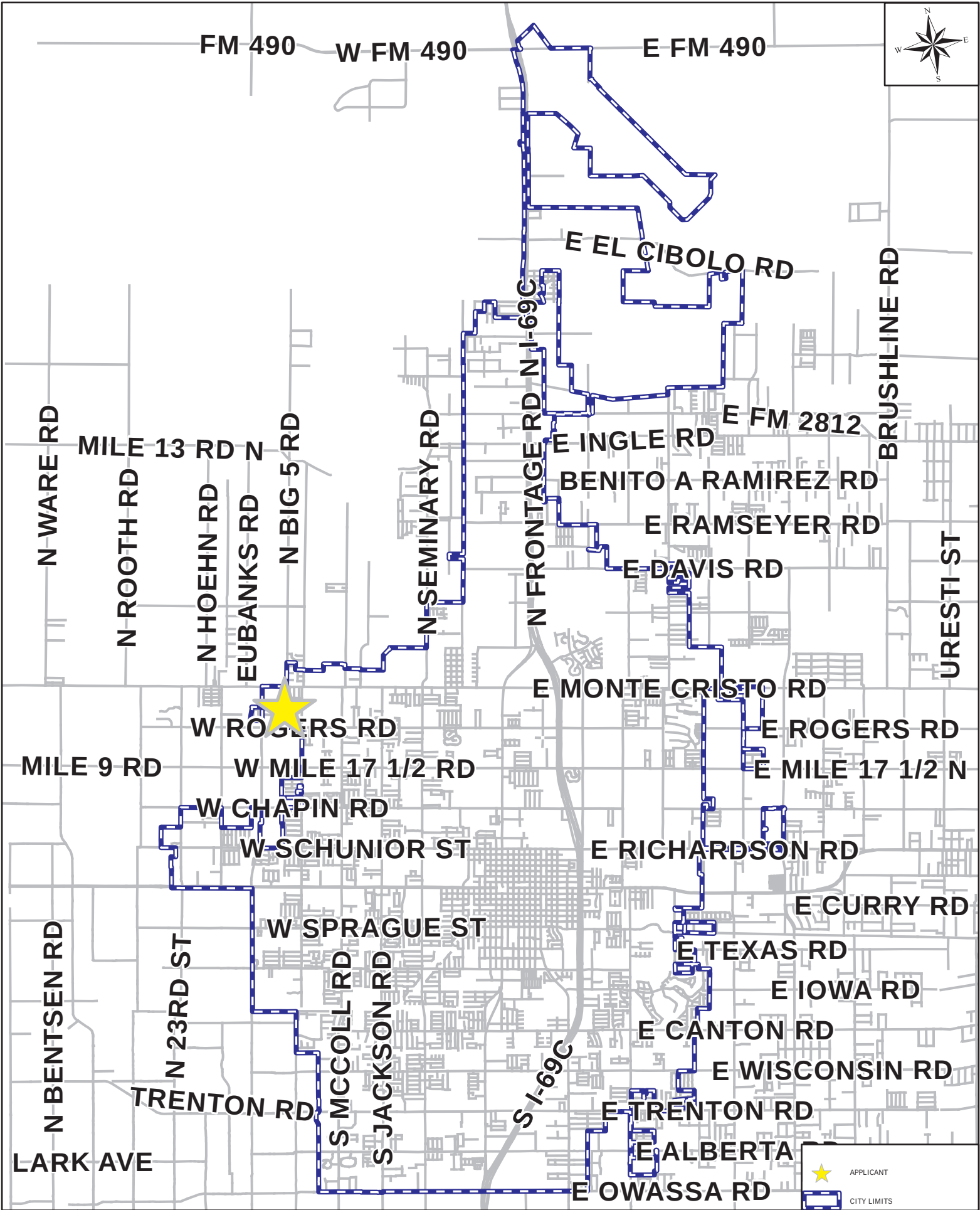
EVALUATION

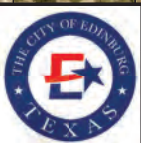
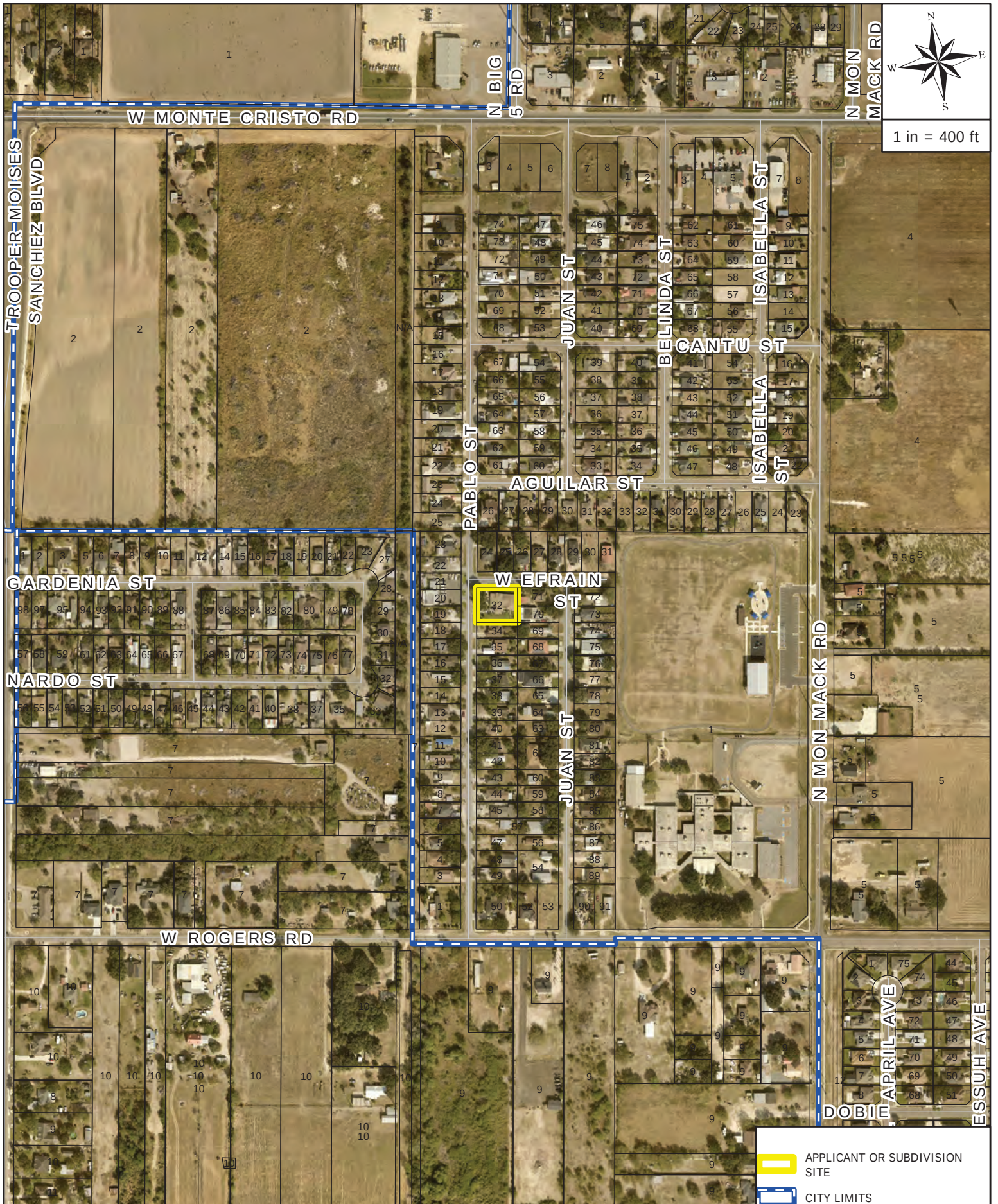
The following is the staff's evaluation of the request:

1. There is an existing residential home at this location.
2. On December 10, 2013, this property was annexed into the city limits with the Agriculture and Open Space (AO) District designation.
3. The proposed zoning is consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District based on the existing uses and the character of the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 56 neighboring property owners on Friday, April 25, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 14, 2025.

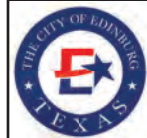




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

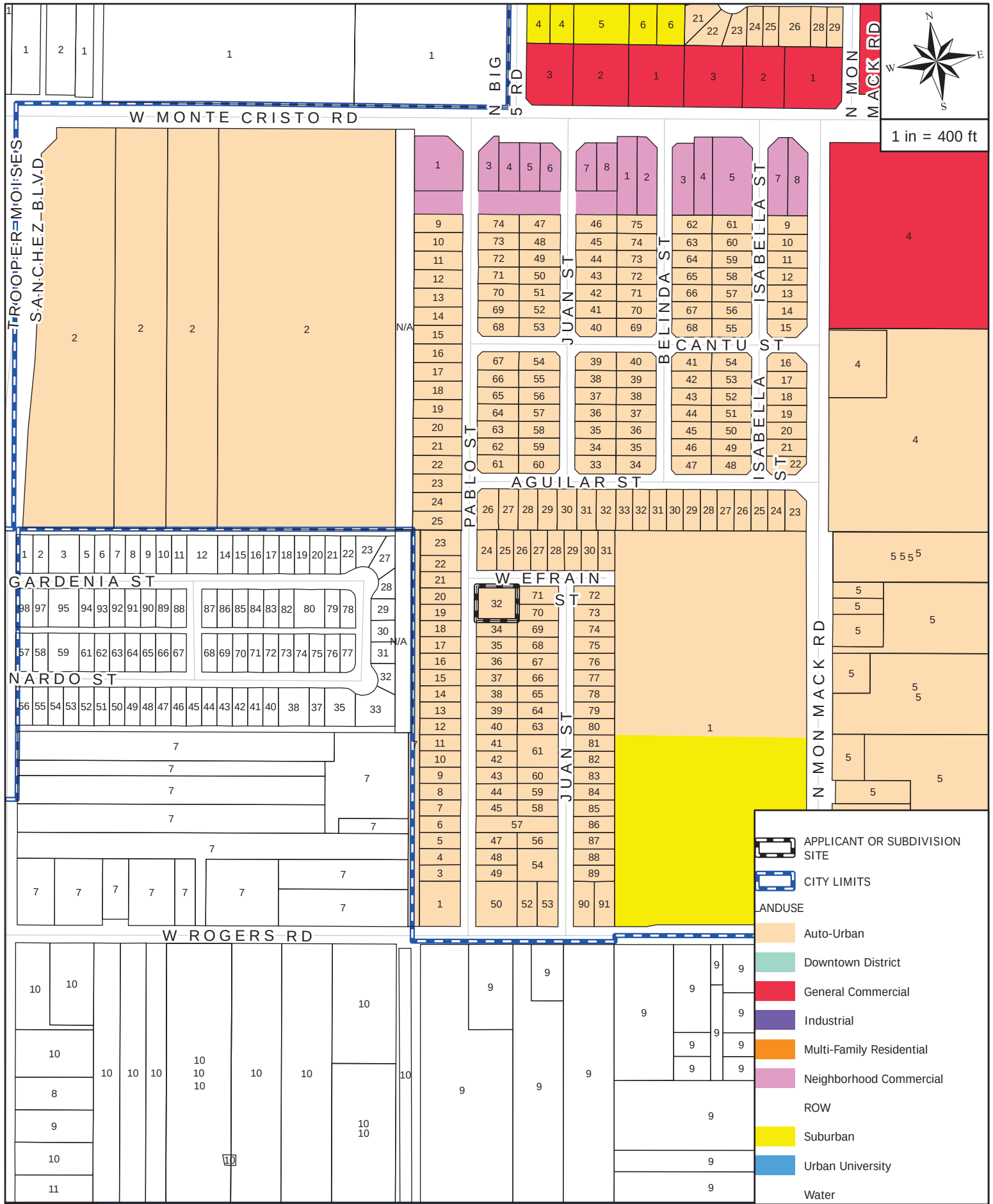
RZNE-2025-0269 3110 PABLO ST



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0269 3110 PABLO ST



FUTURE LANDUSE MAP
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0269 3110 PABLO ST



Rezoning Request Site Photo

Marco Antonio and Irma Rios, and Marco Antonio Rios Jr.
3110 Pablo Street



BAR SUBDIVISION UNIT No. 6 HIDALGO COUNTY, TEXAS

BEING A SUBDIVISION CONTAINING 20.00 ACRES AND BEING A
RESUBDIVISION OF THE WEST ONE-HALF OF LOT 8, SECTION 235,
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
HIDALGO COUNTY, TEXAS

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO
HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND ACCURATE
REPRESENTATION OF THE SUBDIVISION OF THE LAND HEREON DESCRIBED
AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.



Larry L. Smith
LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED:
PREPARED: November 1, 1985
JOB #2-850473

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES
HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAN AND
DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND
ALLEYS DESIGNATED THEREON.

H. Hollis Rankin III
H. HOLLIS RANKIN, III

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY
APPEARED H. HOLLIS RANKIN, III, OWNER KNOWN TO ME TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND
CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE
OF *February*, A.D., 198*6*.

NEOL KUHIM
Notary Public
State of Texas

My Commission Expires *March*

David L. Smith
NOTARY PUBLIC FOR THE STATE OF TEXAS



THIS PLAN APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO.
1, ON THIS THE *14* DAY OF *February*, 198*6*, A.D.

Willard F. Felt
PRESIDENT

ATTEST:

Larry L. Smith
SECRETARY

BOTH: HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE
RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT
IN THIS SUBDIVISION.

APPROVED

Tom Weaver
April 27, 1986

FILED

APPROVED FOR RECORDING

COMMISSIONERS' COURT
April 29, 1986

Indy Sturtis
County Clerk

CHECKED FOR CHANGE
BY *Willard F. Felt*

NOTES:

- MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND.
- ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM IS AN AVERAGE DEPTH OF LESS THAN 1 FOOT ON THE EAST SIDE AND MINIMAL FLOODING ON THE WEST SIDE OF THIS SUBDIVISION. THE WEST HALF OF THIS SUBDIVISION IS IN ZONE C AND THE EAST HALF IS IN ZONE B ON FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 525C NOVEMBER 18, 1982.
- BENCH MARK: CENTERLINE ROGERS RD. AND MON MACK RD. ELEVATION 95.0

MEDLEY & BULLOCK
CONSULTING ENGINEERS
EDINBURG, TEXAS
PHONE - 368 / 3688 - 3688

Case #: B2NE-2025-0269

Today's Date: 04/14/25

OWNER INFORMATION

Name: Marco Antonio Rios Phone No.: 956 607 4954
Contact Name: Marco Rios
Mailing Address: 3110 N Pablo St City: Edinburg Zip: 78541
Email Address: _____

APPLICANT INFORMATION

Name: Irma Rios Phone No.: (956) 310 8297
Contact Name: Irma Rios
Mailing Address: 3110 N Pablo St City: Edinburg Zip: 78541
Email Address: Mark Rios 83@icloud.com

PROPERTY INFORMATION

Address/Location being Rezoned: 3110 Pablo St
Legal Description of Property: _____ Property ID(s): 121761
Bar 6 Lot 32-33
Zone Change: From: Agriculture To: Residential Primary
Existing Land Use: "Residential"
Reason for Zone Change: construction

Marco Antonio Rios
(Please Print Name) _____
Irma Rios
MARCO A Rios Jr
AMOUNT PAID \$ _____

Maya R
Signature _____
Mar a Rios Jr
RECEIPT NUMBER _____

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

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

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

OWNER NOTIFICATION LIST REPORT

PID:121797 VELAZQUEZ CARLOS J

3019 N JUAN ST

EDINBURG, TX 78541-6194

PID:121795 BARRERA OSCAR REYNA

3011 N JUAN ST

EDINBURG, TX 78541-6194

**PID:121761 RIOS MARCO A & IRMA &
MARCO A JR**

3110 N PABLO ST

EDINBURG, TX 78541-6256

**PID:582595 ANZALDUA OMAR R & CARYN
CRUZ**

3920 W AGUILAR ST

EDINBURG, TX 78541-6275

PID:582597 PENA ARTURO & ELOISA

4326 STETSON VW

SAN ANTONIO, TX 78223-5508

PID:582598 VPH INVESTMENTS LLC

PO BOX 623

EDINBURG, TX 78540-0623

PID:121800 CHAPA MARIA ETAL

613 CLAUDIA CT

EDINBURG, TX 78541-7888

PID:121793 GARCIA ONEIDA PENA

3003 N JUAN ST

EDINBURG, TX 78541

PID:582591 VALDEZ MARTIN & ROSA MARIA

3207 N PABLO ST

EDINBURG, TX 78541-6204

**PID:265367 PARDO MARIA & ARACELI
BARRON**

3208 ORQUIDIA ST

EDINBURG, TX 78541-2037

PID:121796 GUERRERO PETRA

3015 N JUAN ST

EDINBURG, TX 78541-6194

PID:121794 MARISCAL JUAN ALBERT

3007 N JUAN ST

EDINBURG, TX 78541-6194

**PID:121760 GOMEZ JOSE LUIS & BEATRIZ
MENDOZA LOZANO**

532 TULIP CIR

ALAMO, TX 78516-9806

PID:582594 GONZALEZ VANESSA

PO BOX 653

EDINBURG, TX 78540

PID:582596 PCR

CONSTRUCTION/DEVELOPMENT INC

301 E FAY ST

EDINBURG, TX 78539-4537

**PID:121807 HERNANDEZ ARISTEDES C &
AURORA V ALMEIDA**

3012 N JUAN ST

EDINBURG, TX 78541-6194

PID:121798 GARZA ROBERTO

3406 BELINDA ST

EDINBURG, TX 78541-5421

PID:582592 CANTU JC GARZA & LIDIA M

6231 N 46TH LN

MCALLEN, TX 78504-5574

PID:582593 PEREZ JUDITH

3102 N PABLO ST

EDINBURG, TX 78541-6256

PID:265369 PARDO ANA PATRICIA

3114 ORQUIDEA ST

EDINBURG, TX 78541-2125

OWNER NOTIFICATION LIST REPORT

PID:265371 GARZA JAIME & MELINDA
3106 ORQUIDEA ST
EDINBURG, TX 78541-2125

PID:265368 PARDO PORFIRIO & JUANA
3204 ORQUIDEA ST
EDINBURG, TX 78541-2037

PID:121806 CARR JESUS
660 MAXEY RD LOT 202
HOUSTON, TX 77013-5879

PID:121799 GARZA GREGORIO & DIANA M
3109 N JUAN ST
EDINBURG, TX 78541-6195

PID:121763 PEREZ JOSE H & BERTHA A
3102 N PABLO ST
EDINBURG, TX 78541-6256

PID:121754 GARZA NOEL L & PRUDENCIA
4007 W EFRAIN ST
EDINBURG, TX 78541-6252

PID:121747 GUERRA JOSE L & MARIA E
3103 N PABLO ST
EDINBURG, TX 78541-6256

PID:121758 CAMARILLO JUAN J & MARIA I
3911 W EFRAIN ST
EDINBURG, TX 78541-6196

PID:121764 HERNANDEZ FRANCISCO &
PAULA
3036 N PABLO ST
EDINBURG, TX 78541-6255

PID:121755 SERRATO NOE GARZA
4007 W EFRAIN ST
EDINBURG, TX 78541-6252

PID:265366 CASTILLO OLEGARIA MORIN
PO BOX 2078
SOUTH PADRE ISLAND, TX 78597-2078

PID:265370 GUERRERO ELVA
3110 ORQUIDEA ST
EDINBURG, TX 78541-2125

PID:121801 SAUCEDO KRYSTAL
3112 N JUAN ST
EDINBURG, TX 78541-6195

PID:121765 LARA SALVADOR JR & RAMIRO
LARA
3016 N PABLO ST
EDINBURG, TX 78541-6255

PID:121756 AGUIRRE YOLANDA & JUAN
3919 W EFRAIN ST
EDINBURG, TX 78541-6196

PID:121749 RIOS MARCO A JR
3111 N PABLO ST
EDINBURG, TX 78541-6256

PID:121759 MARTINEZ SOFIA M
1334 BLANCHE DR SE
MARIETTA, GA 30067-7504

PID:121766 CERVANTES EDUARDA FKA
EDUARDA HERNANDEZ
NULL
EDINBURG, TX 78541

PID:121757 VARGAS AURELIO & MARIA N
3915 W EFRAIN ST
EDINBURG, TX 78541-6196

PID:121748 CANTU JOSE SALVADOR
3107 N PABLO ST
EDINBURG, TX 78541-6256

OWNER NOTIFICATION LIST REPORT

PID:121746 GINDELE NORMA

3021 N PABLO ST

EDINBURG, TX 78541-6255

PID:121804 ZUNIGA FRANCISCO & LAURA

3024 N JUAN ST

EDINBURG, TX 78541-6194

PID:121802 SILVA JOSE & CELIA I

2902 N SUGAR RD

EDINBURG, TX 78541-8854

PID:121767 MEZA ROBERTO JR

2302 N ROEL BAZAN

EDINBURG, TX 78541-9115

PID:121752 CANTU-GUERRA BELINDA J &
MARCIA L & ROEL

3123 PABLO ST

EDINBURG, TX 78541-6256

PID:121750 RIOS SANTOS & VALERIA

3110 N PABLO ST

EDINBURG, TX 78541-6256

PID:121744 MENCHACA MANUEL ALFREDO
& DALIA

781 FITZHUGH DR APT 3

TRAVERSE CITY, MI 49684-5607

PID:121742 GARZA FEDERICO & IRMA

3005 N PABLO ST

EDINBURG, TX 78541-6255

PID:121805 PENA JUAN D

RR 4 BOX 76

EDINBURG, TX 78541

PID:121803 ZUNIGA FRANCISCO & LAURA

3024 N JUAN ST

EDINBURG, TX 78541-6194

PID:121768 RAMOS RAMONA IRELDA

1371 THOMAS DANIEL WAY

LAWRENCEVILLE, GA 30045-6525

PID:121753 MENDOZA RICHARD

4011 W EFRAIN ST

EDINBURG, TX 78541-6252

PID:121751 FLORES JORGE MONTEMAYOR

3121 N PABLO ST

EDINBURG, TX 78541-6256

PID:121745 CONCHA RAMON

3017 N PABLO ST

EDINBURG, TX 78541-6255

PID:121743 MENCHACA MANUEL ALFREDO
& DALIA

781 FITZHUGH DR APT 3

TRAVERSE CITY, MI 49684-5607

PID:294864 HIDALGO CO DRAINAGE DIST #1

10124 GLASSCOCK RD

MISSION, TX 78573-5910

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, LOTS 32 AND 33, BAR SUBDIVISION UNIT NO. 6, LOCATED AT 3110 PABLO STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District to Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lots 32 and 33, Bar Subdivision Unit No. 6, Located at 3110 Pablo Street, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 8, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on June 3, 2025 at 6:00 P.M., in the Edinburg

City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture and Open Space (AO) District to Residential, Primary (RP) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture and Open Space (AO) District and added to Residential, Primary (RP) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of June 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: June 3, 2025

PUBLIC HEARINGS

Agenda Item No: 6.D.

Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential Multi-Family (RM) District to Commercial, General (CG) District, 5.490 Acres Out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey Volume 24, Pages 168-171, H.C.D.R. Hidalgo County, Texas, Located at 899 South McColl Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the southwest intersection of West Sprague Street and South McColl Road. The portion of the property that is being considered for this zoning has 228.83 feet of frontage along West Sprague Street and a lot depth of 1,045 feet for a total lot area of 5.490 acres (gross). The requested zoning designation is the Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. The applicant is seeking a zone change to establish a commercial development at this location.

Adjacent zoning is Residential, Primary (RP) District to the north, Commercial, General (CG) District to the east, Commercial, General (CG) District to the south, and Residential, Multifamily (RM) District to the west. Surrounding land consists of commercial uses and residential uses. The future land use designation for this property is for Auto-Urban Uses. This portion of the property was rezoned from Residential, Primary (RP) District to Residential, Multi-Family (RM) District on November 5, 2024. The applicant is now proposing to reduce the multi-family portion and expand the commercial area.

Staff mailed a notice of the public hearing to 22 neighboring property owners on Friday, April 25, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 14, 2025.

On May 8, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential Multi-Family (RM) District to Commercial, General (CG) District based on the adjacent zoning, surrounding land uses, and the character of the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Prepared by:

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

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/08/25
CITY COUNCIL – 06/03/25
DATE PREPARED – 05/01/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential Multi-Family (RM) District to Commercial, General (CG) District

APPLICANT: K & Z Developers, LTD.

AGENT: Melden & Hunt, Inc.

LEGAL: 5.490 acres out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey Volume 24, Pages 168-171, H.C.D.R. Hidalgo County, Texas

LOCATION: 899 South McColl Road

LOT/TRACT SIZE: 5.490 acres (gross)

CURRENT USE: Vacant Land

PROPOSED USE: Commercial

EXISTING ZONING: Residential, Multi-Family (RM) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential Multi-Family (RM) District to Commercial, General (CG) District.

**REZONING REQUEST
MELDEN & HUNT, INC.**

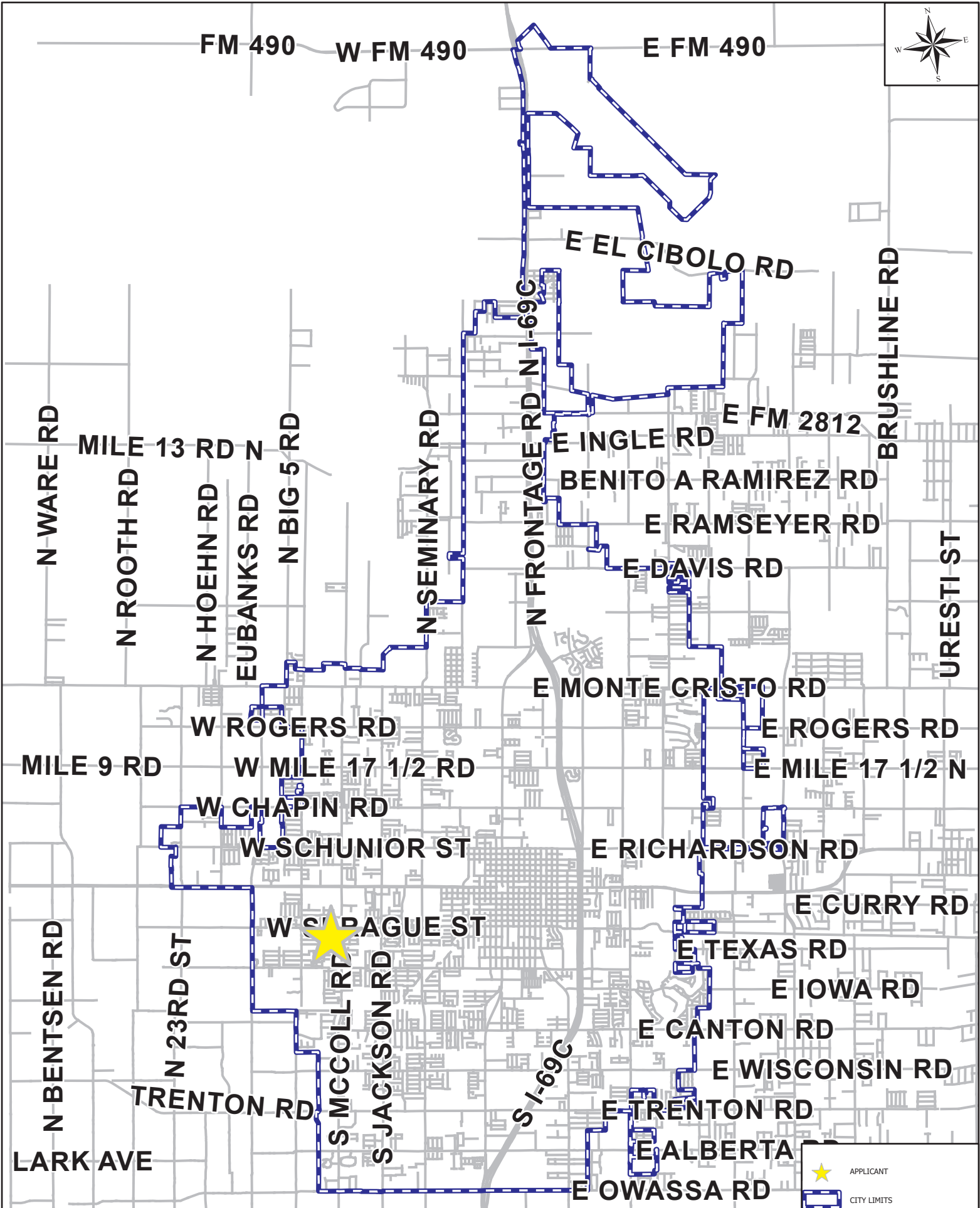
EVALUATION

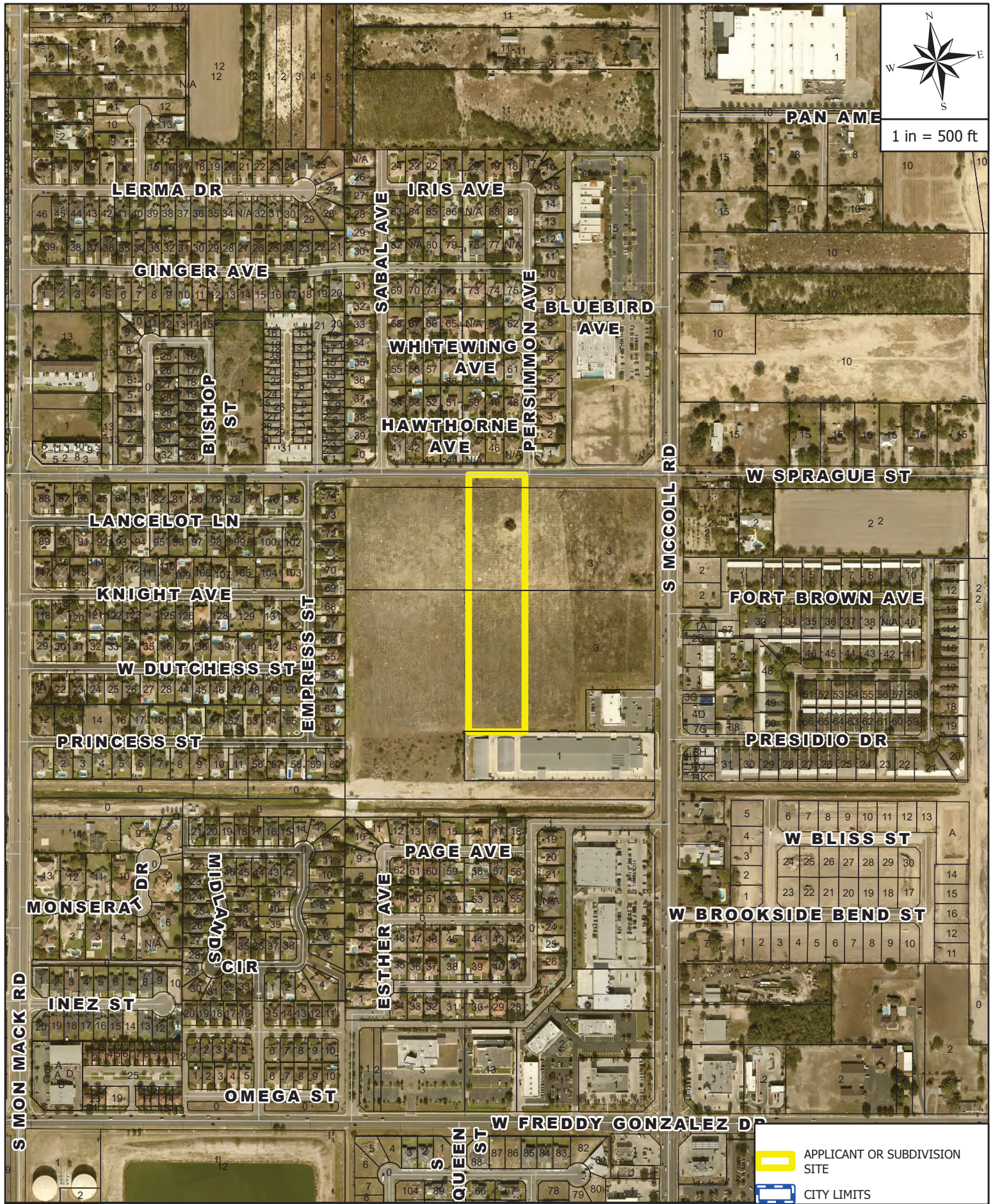
The following is the staff's evaluation of the request:

1. The applicant is seeking a zone change to establish a commercial development at this location.
2. Surrounding land consists of commercial uses and residential uses.
3. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential Multi-Family (RM) District to Commercial, General (CG) District based on the adjacent zoning, surrounding land uses, and the character of the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 22 neighboring property owners on Friday, April 25, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 14, 2025.





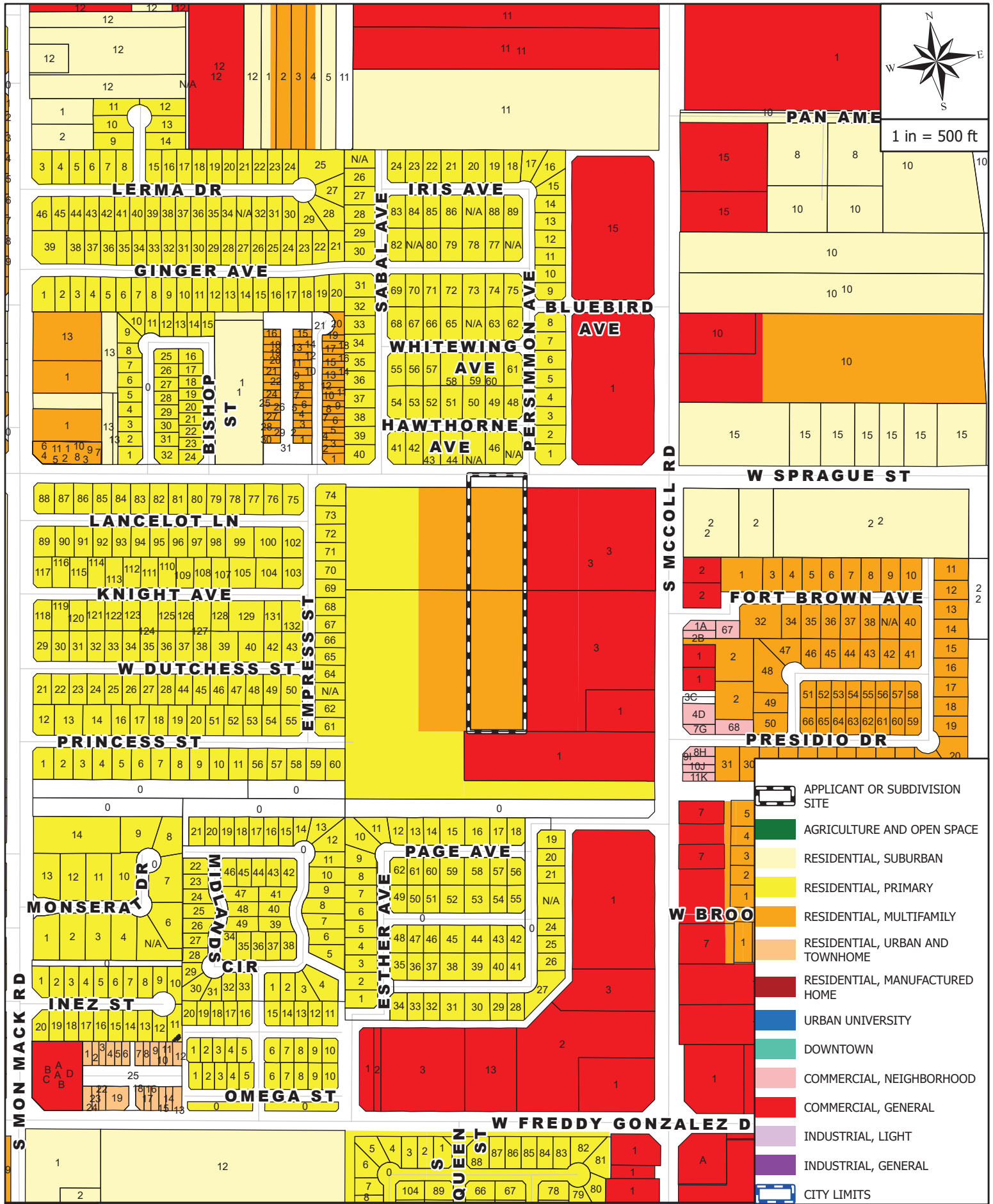
1 in = 500 ft

- APPLICANT OR SUBDIVISION SITE
- CITY LIMITS



AERIAL MAP
APPLICANT AND/OR SUBDIVISION:

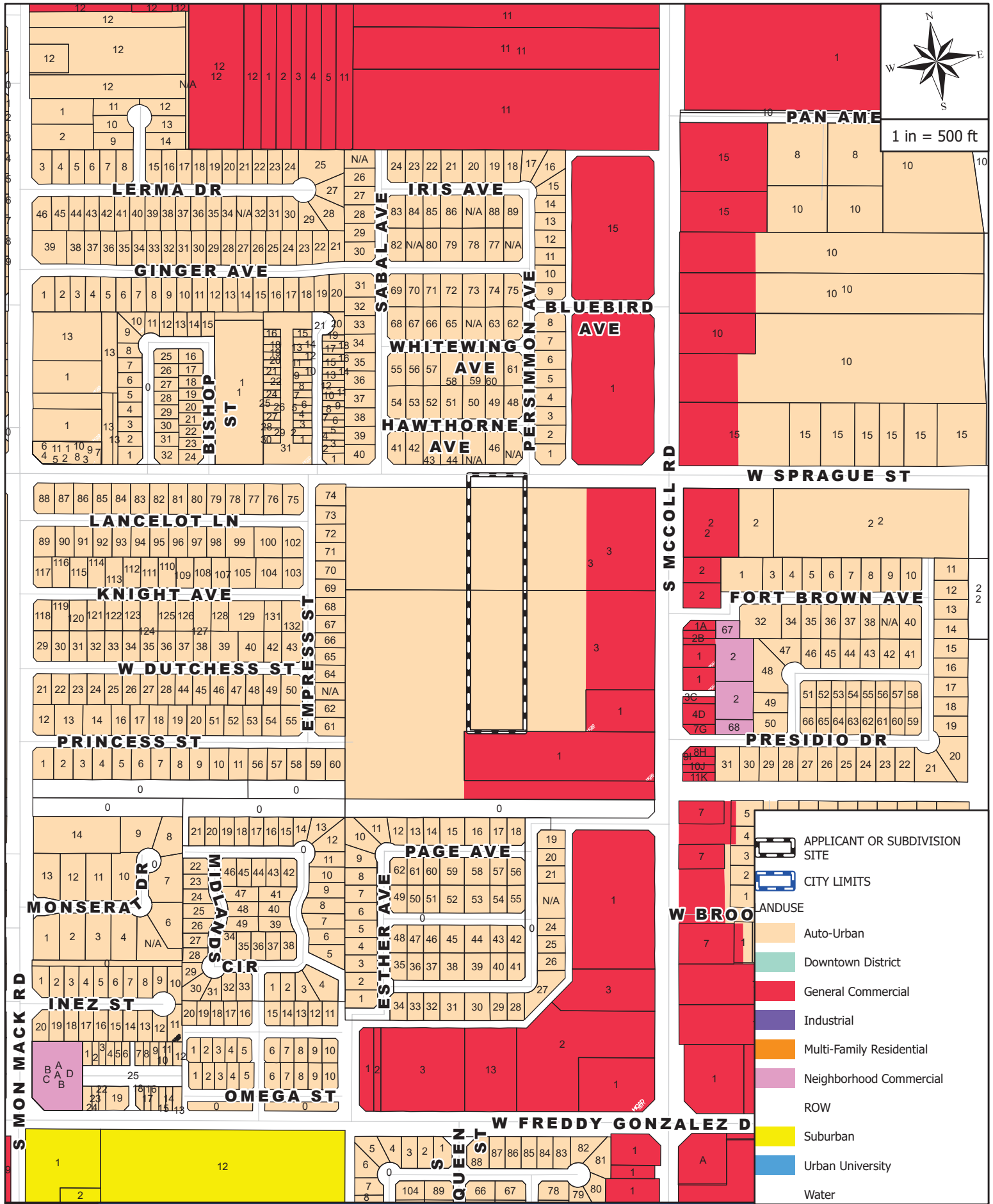
RZNE-2025-0270 899 S MCCOLL RD



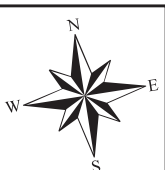
ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0270 899 S MCCOLL RD

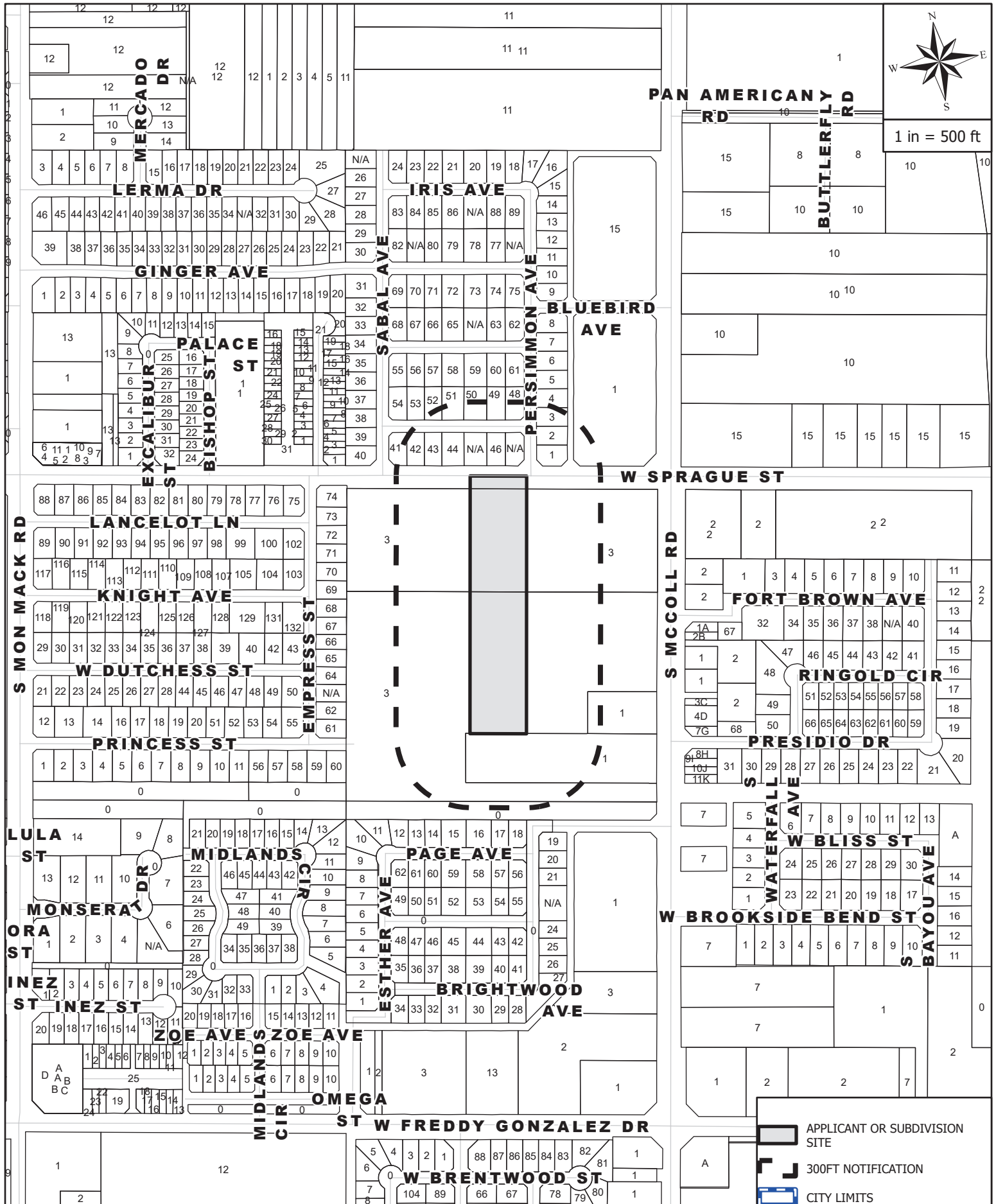


1 in = 500 ft



FUTURE LANDUSE MAP **APPLICANT AND/OR SUBDIVISION:**

RZNE-2025-0270 899 S MCCOLL RD



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:

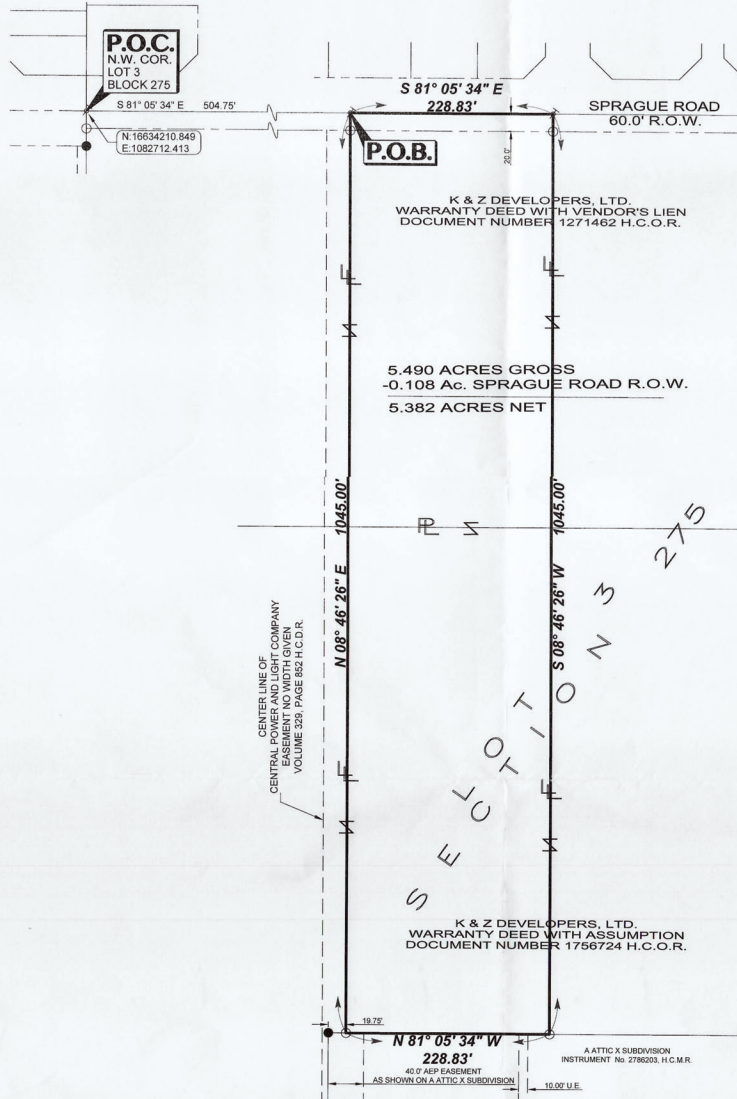
RZNE-2025-0270 899 S MCCOLL RD



Rezoning Request Site Photo

Melden & Hunt, Inc.
899 South McColl Road





**PLAT SHOWING
5.490 ACRES OUT OF
LOT 3, SECTION 275
TEXAS-MEXICAN RAILWAY
COMPANY'S SURVEY
VOLUME 24, PAGES 168-171, H.C.D.R.
HIDALGO COUNTY, TEXAS**

- LEGEND**
- FOUND No. 4 REBAR
 - SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
 - ⊕ SET NAIL
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.D.R. - HIDALGO COUNTY DEED RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - N.W. COR. - NORTHWEST CORNER
 - P.O.C. - POINT OF COMMENCING
 - P.O.B. - POINT OF BEGINNING
 - ⊞ - PROPERTY LINE
 - ≡ - SAME OWNER
 - ⊞ - LOT LINE

- NOTES:**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF LOT 74, VICTORIA HEIGHTS SUBDIVISION PHASE III, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 41 PAGE 45, H.C.M.R. AND THE NAIL SET AT THE NORTHEAST CORNER OF THIS TRACT.
 3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 2008, GRID COORDINATES.
 4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.

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 8/5/2024 UNDER MY DIRECTION AND SUPERVISION.



ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 08/11/2024



DATE: 04/11/2025
JOB No. 24109.02-00 PH. COZ
FILE NAME: 24109.07 LOT 1, 2
DRAWN BY: J.G./M.L.S.

© COPYRIGHT 2024 MELDEN & HUNT, INC. ALL RIGHTS RESERVED.

Today's Date: 4/14/25

Case # : _____

OWNER INFORMATION

Name: K & Z Developers LTD **Phone No. :** c/o (956) 381-0981
Contact Name: Eduardo Zegaib
Mailing Address: 824 E. Hackberry, Suite 110 **City:** McAllen **Zip:** 78501
Email Address: _____

APPLICANT INFORMATION

Name: Melden & Hunt, Inc. **Phone No. :** (956)381-0981
Contact Name: Mario A. Reyna
Mailing Address: 115 W. McIntyre Street **City:** Edinburg **Zip:** 78541
Email Address: mario@meldenandhunt.com

PROPERTY INFORMATION

Address/Location being Rezoned: 899 S. McColl Road
Legal Description of Property: _____ **Property ID(s):** 297246;297248
5.490 Acres o/o Lot 3, Section 275 Texas Mexican Railway Company's Survey
Zone Change: From: RM - RESIDENTIAL, MULTIFAMILY **To:** CG - COMMERCIAL, GENERAL
Existing Land Use: Vacant Property
Reason for Zone Change: For future Commercial Development

Mario A. Reyna
(Please Print Name)

[Signature]
Signature

AMOUNT PAID \$ _____

RECEIPT NUMBER _____

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

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

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

OWNER NOTIFICATION LIST REPORT

PID:696876 CITY OF EDINBURG

PO BOX 1079

EDINBURG, TX 78540-1079

PID:668604 BOTELLO JORGE A & MELISSA G

3010 LAKE SHORE DR

EDINBURG, TX 78539

PID:668612 GUETZOW JUDITH KAY & JOHN

PENA

3009 HAWTHORNE AVE

EDINBURG, TX 78539-3470

PID:668609 SELLING ALL HOPE LLC

3010 HAWTHORNE AVE

EDINBURG, TX 78539-3473

PID:668465 VILLANUEVA ZULMA N & ANGEL

714 PERSIMMON AVE

EDINBURG, TX 78539-3469

PID:668467 RANGEL CRISTINA

702 PERSIMMONS AVE

EDINBURG, TX 78539-3469

PID:668611 ABRAHAM ANNIEAMMA

3001 HAWTHORNE AVE

EDINBURG, TX 78539-3470

PID:668615 HUNSBERGER HEATHER LEE

3103 HAWTHORNE AVE

EDINBURG, TX 78539-3462

PID:668431 ELI-GAR LTD

2446 SAN ISIDRO PARKWAY

LAREDO, TX 78045-6393

PID:668616 SALINAS OSIEL JR & NORMA

3111 HAWTHORNE AVE

EDINBURG, TX 78539-3462

PID:668605 CABRERA JOSE EDUARDO &

MARTHA H SALAZAR TORRES

3112 HAWTHORNE AVE

EDINBURG, TX 78539-3484

PID:668607 ROSAS EMILIA M & MARCOS

ALONZO GARCIA

3026 HAWTHORNE AVE

EDINBURG, TX 78539-3473

PID:668464 ULLAH ADIB

720 PERSIMMON AVE

EDINBURG, TX 78539

PID:668466 BALDRIDGE KEVIN J

708 PERSIMMON AVE

EDINBURG, TX 78539-3469

PID:668606 POLVI EARL & NANCY

3104 HAWTHORNE AVE

EDINBURG, TX 78539-3484

PID:668613 VERGARA ROLANDO & INDIRA

CANTU

3017 HAWTHORNE AVE

EDINBURG, TX 78539-3470

PID:668614 RODRIGUEZ EULALIO III

3025 HAWTHORNE AVE

EDINBURG, TX 78539-3470

PID:297248 K & Z DEVELOPERS LTD

824 E HACKBERRY AVE STE 110

MCALLEN, TX 78501-6788

OWNER NOTIFICATION LIST REPORT

PID:297246 K & Z DEVELOPERS LTD

824 E HACKBERRY AVE STE 110

MCALLEN, TX 78501-6788

PID:1123515 A ATTIC X LIMITED
PARTNERSHIP

2805 SOUTH 77 SUNSHINE STRIP

HARLINGEN, TX 78550-8336

PID:297247 K & Z DEVELOPERS LTD

824 E HACKBERRY AVE STE 110

MCALLEN, TX 78501-6788

PID:1305753 RBR DEVELOPMENT &
INVESTMENTS LLC & VALSEV LLC

931 S MCCOLL RD STE A

EDINBURG, TX 78539-2936

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, 5.490 ACRES OUT OF LOT 3, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY VOLUME 24, PAGES 168-171, H.C.D.R. HIDALGO COUNTY, TEXAS, LOCATED AT 899 SOUTH MCCOLL ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Multi-Family (RM) District to Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 5.490 acres out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey Volume 24, Pages 168-171, H.C.D.R. Hidalgo County, Texas, Located at 899 South McColl Road, Edinburg, Hidalgo County, Texas, from Residential Multi-Family (RM) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 8, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on June 3, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Multi-Family (RM) District to Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Multi-Family (RM) District and added to Commercial, General (CG) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in

accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of June 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF 5.490 ACRES OUT OF LOT 3, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY VOLUME 24, PAGES 168-171, H.C.D.R. HIDALGO COUNTY, TEXAS, LOCATED AT 899 SOUTH MCCOLL ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of June, 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: June 3, 2025

PUBLIC HEARINGS

Agenda Item No: 6.E.

Replat of Lot 13, Palo Blanco Subdivision to be called "Will's Place"

1. Agenda Item:

Hold Public Hearing and Consider the Replat of Lot 13, Palo Blanco Subdivision to be called "Will's Place", Being Lot 13, Palo Blanco Subdivision, Located At 3116 Hackberry Lane, as Requested by WK Engineering PLLC. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

According to the Texas Local Government Code sections 212.014 and 212.0145 in order to replat a subdivision without vacating the preceding plat for said subdivision a public hearing is required. Interested parties or citizens have an opportunity to be heard by the local municipal authority responsible for approving plats. This development is subject to aforementioned requirement and thus is placed on the agenda as a Public Hearing item.

The property is located on the Hackberry Lane, Approximately 1,089 feet south of West Canton Road, and is within City of Edinburg, City Limits. Current zoning for this property is Residential, Urban and Townhome (RU) District.

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, May 9, 2025, and received no comments in favor and one against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 14, 2025.

On May 22, 2025, The Planning & Zoning Commission recommended with a vote of 5-0 to approve the Replat of Lot 13, Palo Blanco Subdivision to be called "Will's Place". In order to meet the notice requirements established by the Local Government Code, this item is now before Council for consideration.

3. Staff's Recommendation:

Staff recommends approval of the Replat of Lot 13, Palo Blanco Subdivision, to be called "Will's Place" to the extent it meets the requirements as established by the Texas Local Government Code.

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

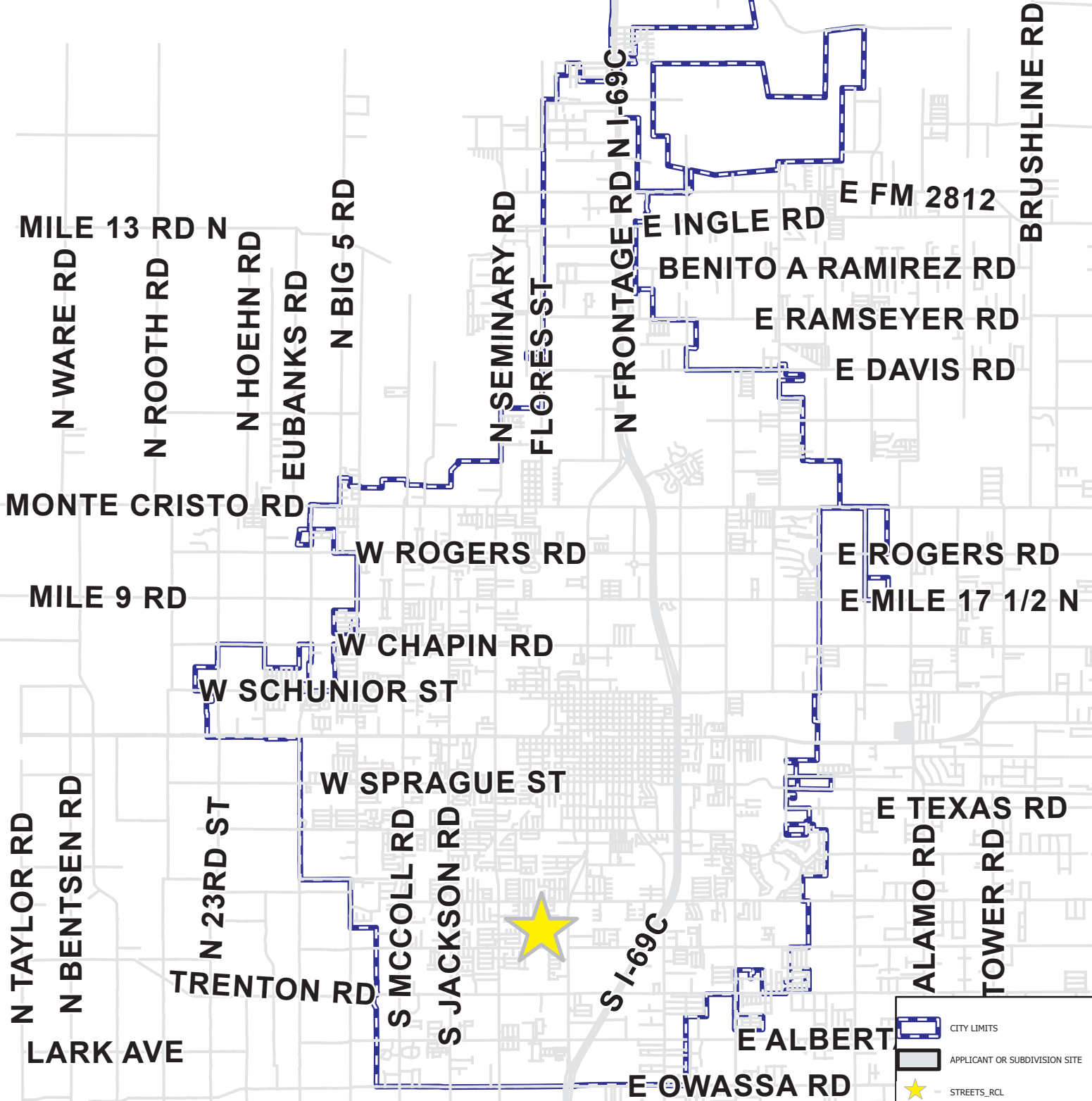
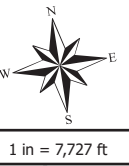
Attachments:

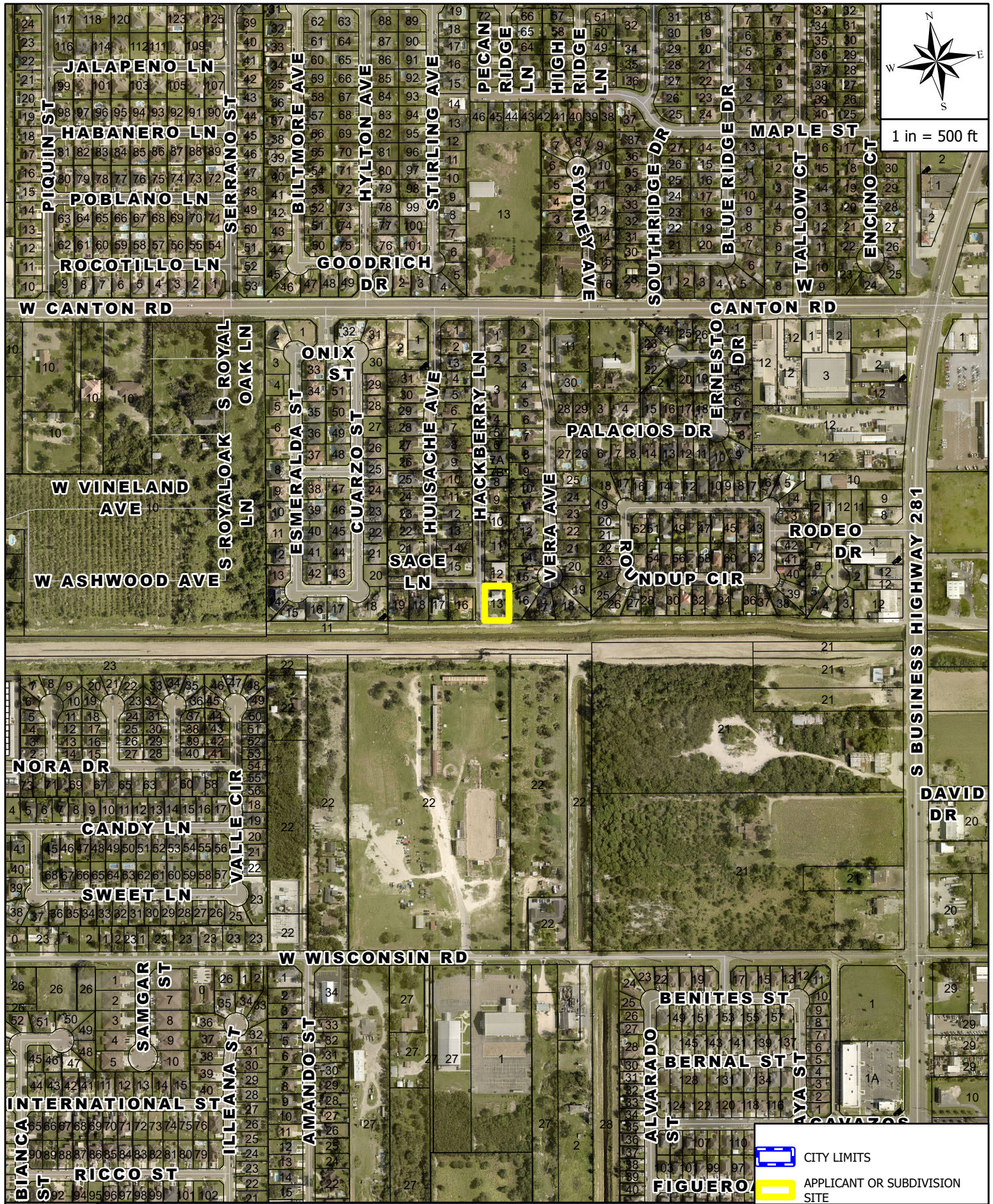
A. City Council Agenda Packet Attachments

FM 490

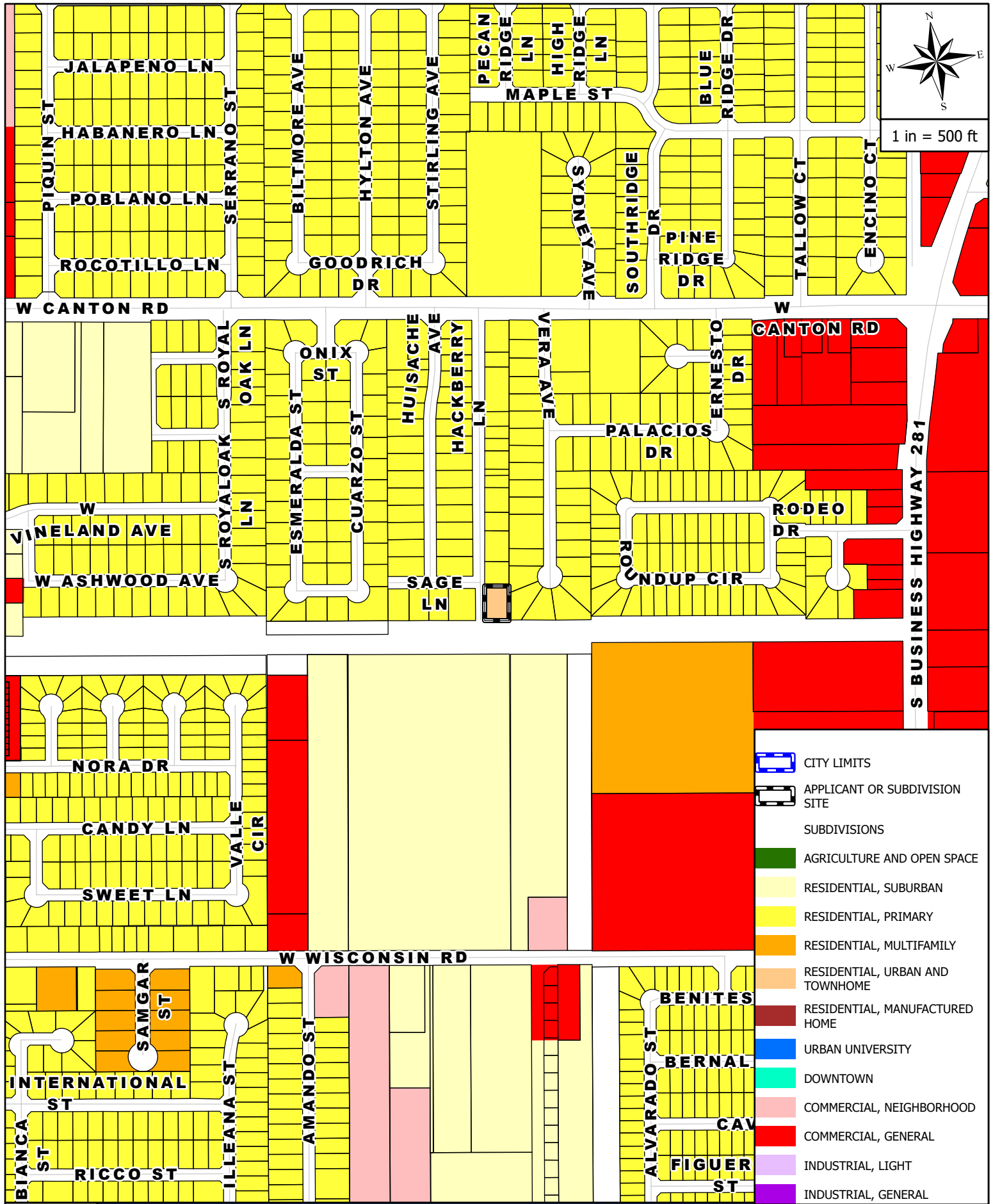
W FM 490

E FM 490





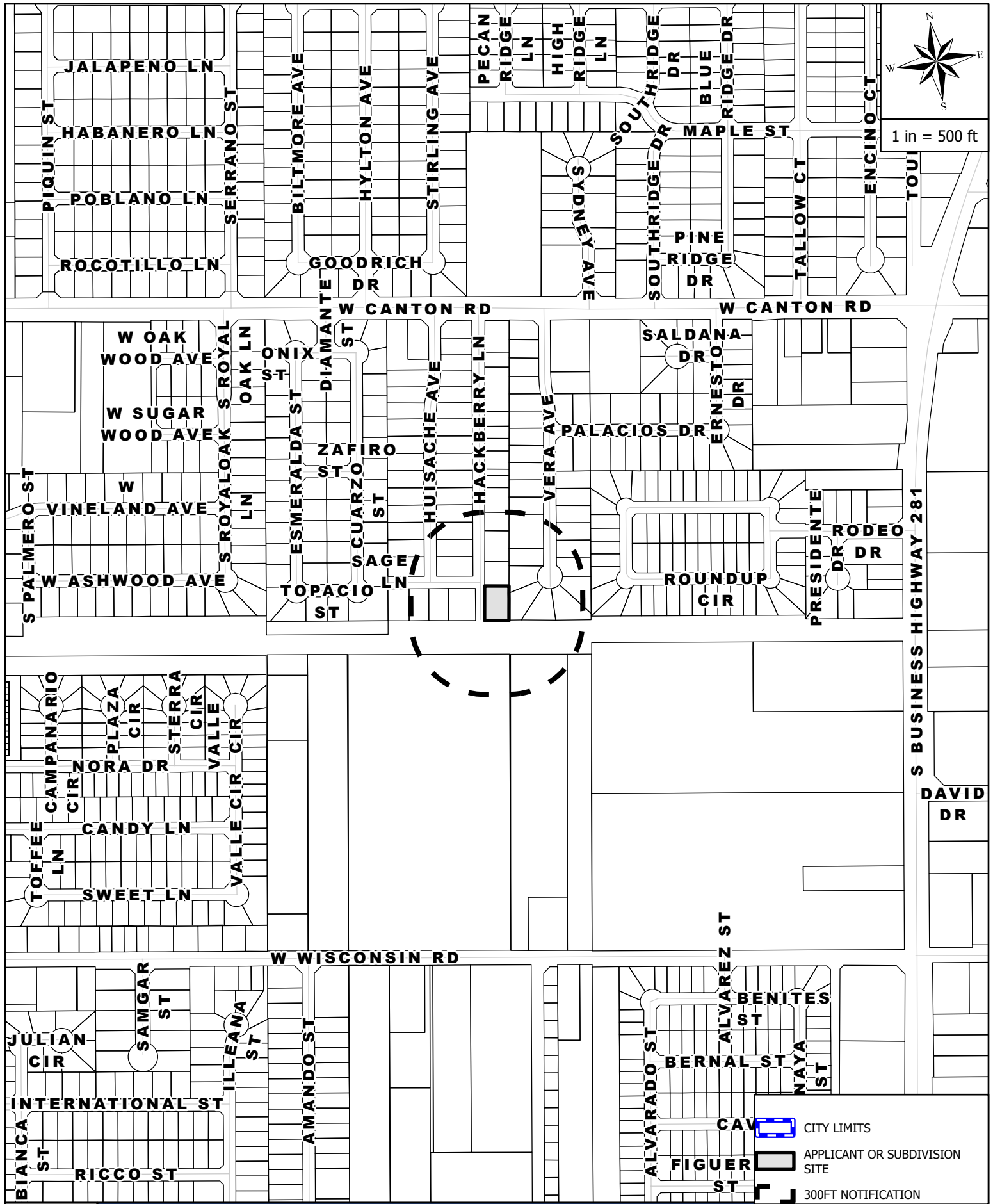
AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
PALO BLANCO LOT 13 / BENJAMIN WORSHAM, P.E.



LOTS

APPLICANT AND/OR SUBDIVISION:

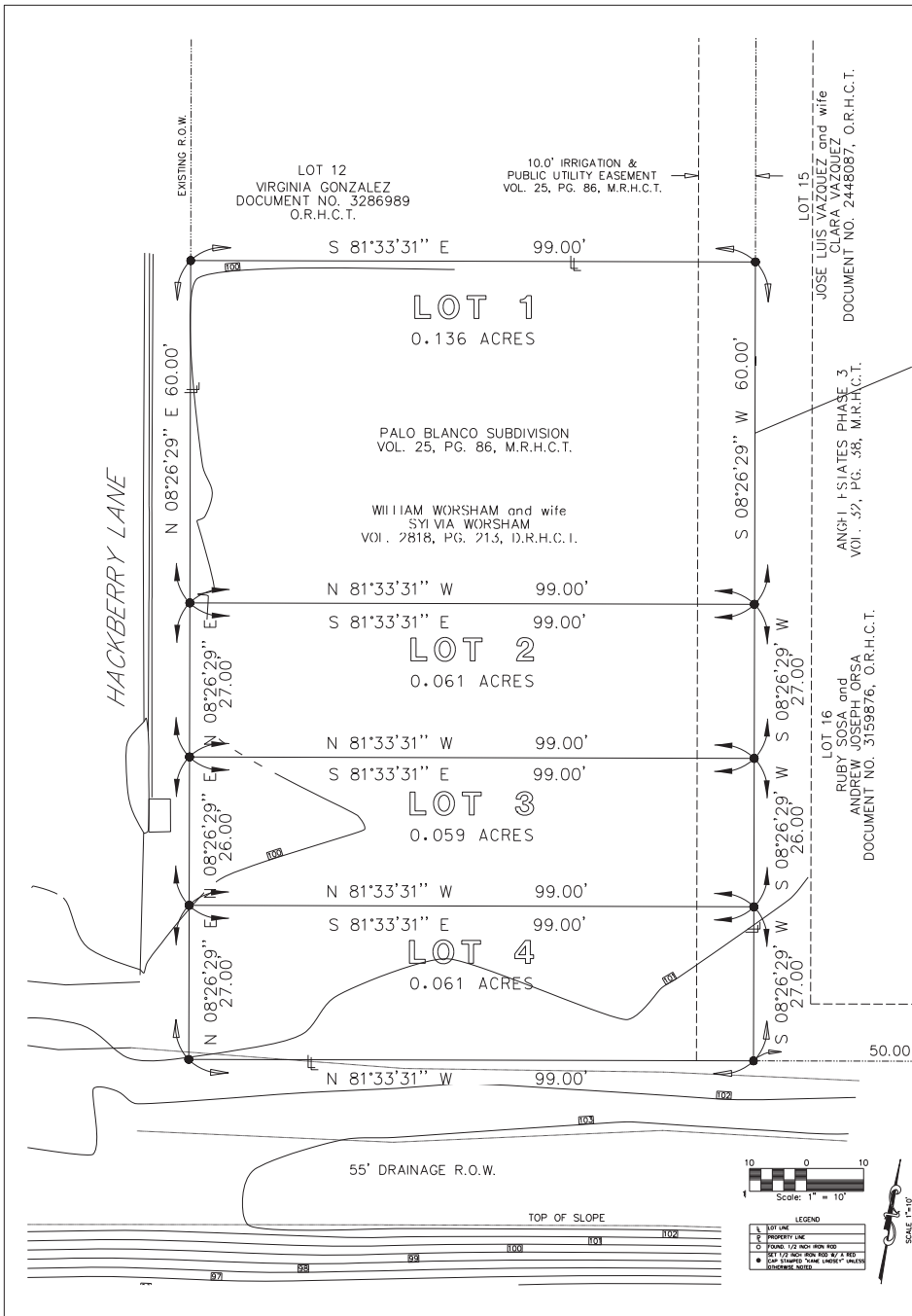
PALO BLANCO LOT 13 / BENJAMIN WORSHAM, P.E.



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

PALO BLANCO LOT 13 / BENJAMIN WORSHAM, P.E.



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS MINOR REPLAT AND DESIGNATED HEREIN AS LOT 13 OF PALO BLANCO SUBDIVISION, TO THE CITY OF EDINBURG, COUNTY OF HIDALGO, TEXAS AND WHOSE NAME IS SUBSCRIBED HEREIN, HEREBY DEDICATE TO THE USE OF THE PUBLIC (AS APPLICABLE) ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES HEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED.

OWNERS: WILLIAM & SYLVIA WORSHAM
ADDRESS: 3116 HACKBERRY LANE, EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ME WILLIAM WORSHAM & SYLVIA WORSHAM, KNOWN TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY HAVE EXECUTED THE SAME, FOR THE PURPOSES AND CONSIDERATION HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2023.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS.

NOTES AND BOUNDS DESCRIPTION

LOT 1

Being a 0.16 of one acre tract of land situated in Hidalgo County, Texas, being out of Lot 13, Palo Blanco Subdivision, as recorded in Volume 25, Page 86 of the Map Records, Hidalgo County, Texas, said 0.16 of one acre tract of land being out of a tract of land conveyed to William Worsham and wife, Sylvia Worsham by a Marital Deed with Vendor's Lien filed for record October 6, 1989 as described in Volume 2818, Page 213 of the Official Records, Hidalgo County, Texas, said 0.16 of one acre tract of land being more particularly described as follows:

Beginning at a set 1/2-inch iron rod with plastic cap stamped NLSLC 6333 Prop Corf, being the Southeast corner of said Lot 13, being the common corner of said Lot 13 and said Lot 15, and being on the North existing right-of-way line of a 55.0' Hidalgo County Drainage Ditch;

1. Thence, North 81°33'31" West a distance of 99.00 feet along the South line of said Lot 13, being the North existing right-of-way line of said 55.0' Hidalgo County Drainage Ditch to a set 1/2-inch iron rod with plastic cap stamped NLSLC 6333 Prop Corf, being the Southeast corner of said Lot 13, and being on the East existing right-of-way line of Hackberry Lane, for the Southeast corner of this herein described tract of land;

2. Thence, North 08°26'29" East a distance of 70.00 feet along the West line of said Lot 13, being the East existing right-of-way line of said Hackberry Lane to a set 1/2-inch iron rod with plastic cap stamped NLSLC 6333 Prop Corf, for the Northwest corner of this herein described tract of land;

3. Thence, South 81°33'31" East a distance of 99.00 feet over and across said Lot 13 to a set 1/2-inch iron rod with plastic cap stamped NLSLC 6333 Prop Corf, being on the common line of said Lot 13 and said Lot 16, for the Northeast corner of this herein described tract of land;

4. Thence, South 08°26'29" West a distance of 70.00 feet along the common line of said Lot 13 and said Lot 16 to the POINT OF BEGINNING and containing a computed area of 0.16 of one acre.

LOT 2

Being a 0.16 of one acre tract of land situated in Hidalgo County, Texas, being out of Lot 13, Palo Blanco Subdivision, as recorded in Volume 25, Page 86 of the Map Records, Hidalgo County, Texas, said 0.16 of one acre tract of land being out of a tract of land conveyed to William Worsham and wife, Sylvia Worsham by a Marital Deed with Vendor's Lien filed for record October 6, 1989 as described in Volume 2818, Page 213 of the Official Records, Hidalgo County, Texas, said 0.16 of one acre tract of land being more particularly described as follows:

Beginning at a set 1/2-inch iron rod with plastic cap stamped NLSLC 6333 Prop Corf, being the Southeast corner of said Lot 13, being the common corner of said Lot 13 and Lot 16, Angel Estate Phase II, as recorded in Volume 35, Page 38 of the Map Records, Hidalgo County, Texas, and being on the North existing right-of-way line of a 55.0' Hidalgo County Drainage Ditch;

1. Thence, North 81°33'31" West a distance of 99.00 feet along the South line of said Lot 13, being the North existing right-of-way line of said 55.0' Hidalgo County Drainage Ditch to a set 1/2-inch iron rod with plastic cap stamped NLSLC 6333 Prop Corf, being the Southeast corner of said Lot 13, and being on the East existing right-of-way line of Hackberry Lane, for the Southeast corner of this herein described tract of land;

2. Thence, North 08°26'29" East a distance of 70.00 feet along the West line of said Lot 13, being the East existing right-of-way line of said Hackberry Lane to a set 1/2-inch iron rod with plastic cap stamped NLSLC 6333 Prop Corf, for the Northwest corner of this herein described tract of land;

3. Thence, South 81°33'31" East a distance of 99.00 feet over and across said Lot 13 to a set 1/2-inch iron rod with plastic cap stamped NLSLC 6333 Prop Corf, being on the common line of said Lot 13 and said Lot 16, for the Northeast corner of this herein described tract of land;

4. Thence, South 08°26'29" West a distance of 70.00 feet along the common line of said Lot 13 and said Lot 16 to the POINT OF BEGINNING and containing a computed area of 0.16 of one acre.

All bearings and distances shown herein are based on the Texas Coordinate System, South Zone, NAD83 (NAD2011).

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KURT SCHMADNER, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6333

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

BENJAMIN L. WORSHAM, P.E., P.O.E., F.C.M.
REGISTERED PROFESSIONAL No. 110023

APPROVED BY THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATERCODE, NO. 49.01(2). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SEIN, P.E., F.C.M.
DRAINAGE MANAGER

DATE

THE STATE OF TEXAS

I, THE UNDERSIGNED, ADMINISTRATOR AND DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THAT THIS MINOR SUBDIVISION REPLAT KNOWN AS LOT 13 OF PALO BLANCO SUBDIVISION, CONFORMING TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHENBY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS ____ DAY OF ____ 2023 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

JAMIE ACEVEDO
ADMINISTRATOR/DIRECTOR OF THE PLANNING AND ZONING DEPARTMENT

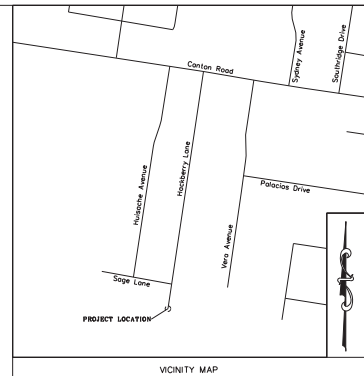
DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUERRERO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT: _____ AM/PM

INSTRUMENT NUMBER:
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



NOTES

1. FLOOD ZONE CLASSIFICATION
THIS SUBDIVISION LIES IN ZONE "X" AS PER THE NATIONAL FLOOD INSURANCE RATE MAP OF COMMUNITY NUMBER 48031. PANEL NUMBER 48030A 0000, SUFFIX "T", REVISED JUNE 06, 2000 (FIRM# 48030A0000). ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.

2. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF THE STREET OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER:

A. SETBACKS
a. FRONT = 15 FEET
b. SIDE = 5 FEET
c. REAR = 15 FEET

3. COMPLY WITH SETBACKS OR EASEMENTS WHICHEVER IS GREATER.

4. THIS SUBDIVISION IS IN COMPLIANCE WITH THE REQUIREMENTS OF CITY OF EDINBURG UNIFIED DEVELOPMENT CODES AND WATER, SEWER, AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET ALL MINIMUM STATE STANDARDS.

A. WATER WILL BE PROVIDED BY: CITY OF EDINBURG
B. ELECTRICAL WILL BE PROVIDED BY: AEP TEXAS
C. WASTEWATER SERVICE WILL BE PROVIDED BY: CITY OF EDINBURG

5. A PERMIT IS REQUIRED BEFORE ANY CONSTRUCTION OR OTHER DEVELOPMENT BEGINS INCLUDING THE INITIAL DISTURBANCE OF SOILS ASSOCIATED WITH CLEARING, GRADING OR EXCAVATION ACTIVITIES. THE CONSTRUCTION OR OTHER DEVELOPMENT SHALL COMPLY WITH THE LATEST CITY OF EDINBURG REGULATIONS.

MINOR PLAT OF:
LOT 13 OF PALO BLANCO SUBDIVISION
ALL OF LOT 13, PALO BLANCO SUBDIVISION,
HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED
IN VOLUME 25, PAGE 86, MAP RECORDS OF
HIDALGO COUNTY, TEXAS

SUBDIVDED FOR: WILLIAM & SYLVIA WORSHAM
3116 HACKBERRY LANE
EDINBURG, TX 78539

PLOT DATE: 2023-03-25

KANE - LINDSEY LLC
LAND SURVEYING CONSULTANTS
LOT 13, 20th ST., SUITE B
MAGNOLIA, TEXA 77054
(936) 458-8881
TBPELS FIRM NO. 1019476

WK Engineering PLLC
13103A 13th STREET, SUITE 1303
TBPELS FIRM REGISTRATION #17956
www.wkengineering.net



PLAN SNAPSHOT REPORT PLAT-2023-0163 FOR THE CITY OF EDINBURG

Plan Type: Subdivision Plat
Work Class: Minor Plat
Status: Submitted - Online
Valuation: \$0.00
Description: Subdividing an existing lot into two lots, both with access to existing road, water, and sewer utilities.

Project:
District: Edinburg
Square Feet: 0.00
Assigned To: Guerrero, Rita

App Date: 01/24/2023
Exp Date: NOT AVAILABLE
Completed: NOT COMPLETED
Approval Expire Date:

Parcel: P2955-00-000-0013-00	Main	Address: 3116 Hackberry Ln Edinburg, TX 78539	Main	Zone: IL(Industrial, Light)
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Applicant
Benjamin Worsham
PO Box 3146
Edinburg, TX 78540
Business: (956) 335-0040

Plan Custom Fields

Lot Size: Acres	0.399252	Lot Size: Sq. Ft.	17391.4	Flood Zone	X500
Lot	13	Block	0	ETJ	No
Legal Description	PALO BLANCO LOT 13	Subdivision	PALO BLANCO	Detailed Legal Description	PALO BLANCO LOT 13
PIN #	255470	Water District	COE	Sewer District	COE
Construction Fee (2%)	0.00	Parkland Contribution Amount	0.00	Name of Subdivision	Palo Blanco
Zoning Present	Residential Urban and Townhome	Zoning Required	Residential Urban and Townhome	Inside City Limits	Yes
Desired Land Use	Townhomes	Proposed Method of Liquid Waste Disposal	Sanitary Sewer	Residential Lots	4
Commercial Lots	0	Multi-Family Lots	0	Industrial Lots	0
Electric Power Company	N/A	Irrigation District	N/A	Potable Water Provider	City of Edinburg

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Benjamin_Worsham_1/25/2023.jpg	01/24/2023 18:58	Worsham, Benjamin		Uploaded via CSS
MinorReplat_LOT13-PALOBLANCO_2024-10-31.pdf	02/12/2025 14:43	Guerrero, Rita	Available Online	New 4 lot layout submitted Feb 2025
LOT 13 PALO BLANCO - PRELIMINARY PLANNING COMMENTS --BLGARZA.pc	02/24/2025 17:12	De la Garza, Blanca		Preliminary Review February 20th

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00022682	Subdivision Minor Plat Application Fee	\$250.00	\$250.00
Total for Invoice INV-00022682		\$250.00	\$250.00
Grand Total for Plan		\$250.00	\$250.00

Condition	Description	Date Created	Satisfied
Meet 2018 IFC	Other required: Meet 2018 International Fire Code	02/25/2025	Yes

Submittal Name	Status	Received Date	Due Date	Complete Date	Resubmit	Completed
Planning & Zoning Review (PZ, Eng, Fire, Util, SW) v.1	Requires Re-submit	03/16/2023	03/31/2023	02/12/2025	Yes	Yes

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Fire	Fire	Garza, Omar	Approved	03/16/2023	03/23/2023	03/21/2023

THE CITY OF
Edinburg
NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, May 22, 2025 at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

HOLD PUBLIC HEARING AND CONSIDER THE REPLAT OF LOT 13, PALO BLANCO SUBDIVISION TO BE CALLED "WILL'S PLACE", BEING LOT 13, PALO BLANCO SUBDIVISION, LOCATED AT 3116 HACKBERRY LANE, AS REQUESTED BY WK ENGINEERING PLLC

(This proposed subdivision is having Lot 13 of Palo Blanco Subdivision be replated into 4 separate lots.)

This request is scheduled to be heard by the **City Council on Tuesday, June 3, 2025, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required.** Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following: MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, May 21, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, May 21, 2025

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

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

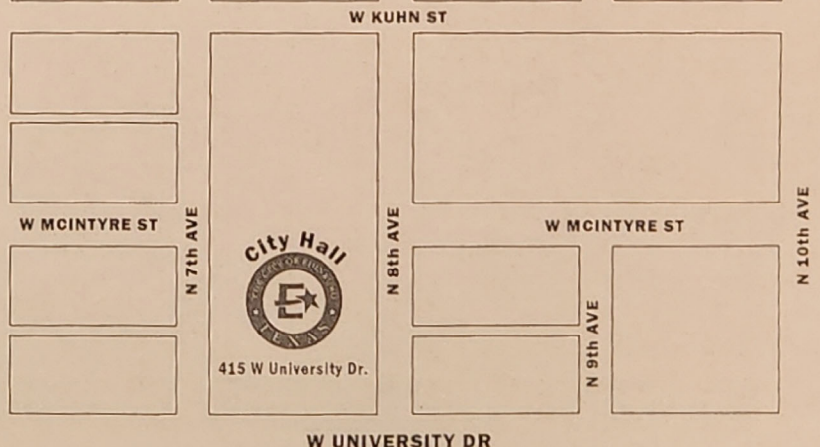
Comments: _____

Print Name: Ruby Sosa Phone No. 956 543 2502
Address: 3121 Vera Ave City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

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

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



OWNER NOTIFICATION LIST REPORT

PID:201795 SHERIFF'S POSSE

PO BOX 741

EDINBURG, TX 78540-0741

PID:612729 CITY OF EDINBURG

PO BOX 1079

EDINBURG, TX 78540-1079

PID:530723 REYNA ANTONIO & MARIA A

3022 HUISACHE

EDINBURG, TX 78539-7819

PID:530721 GONZALEZ MARISSA A

3014 HUISACHE

EDINBURG, TX 78539-7819

PID:255470 WORSHAM WILLIAM & SYLVIA

3116 HACKBERRY LN

EDINBURG, TX 78539-7801

PID:530725 CHAVEZ ANEL O

1006 SAGE LN

EDINBURG, TX 78539-7820

PID:570294 SANCHEZ JUAN B

1430 N MILE 6 1/2 APT 2304

WESLACO, TX 78599

PID:570293 ESPINO JUAN EDUARDO

514 ELDORA RD

ALAMO, TX 78516-6863

PID:255468 GONZALEZ FELIX

3022 HACKBERRY LN

EDINBURG, TX 78539-7817

PID:570298 REYES LEO O & VELISA L

3024 VERA AVE

EDINBURG, TX 78539-7823

PID:201792 RODRIGUEZ ELENA

13206 SABINE PARKE

SAN ANTONIO, TX 78254-6283

PID:570288 GUAJARDO JOSE L & BLANCA I

3101 VERA AVE

EDINBURG, TX 78539-7804

PID:530722 GARZA IRMA G

3018 HUISACHE

EDINBURG, TX 78539-7819

**PID:570292 SOSA RUBY & ANDREW JOSEPH
ORSA**

3121 VERA AVE

EDINBURG, TX 78539-7804

PID:530724 KVAPIL MARK A

1002 SAGE LN

EDINBURG, TX 78539-7820

PID:530726 PALACIOS LAURA

1010 SAGE LN

EDINBURG, TX 78539-7820

PID:570290 RUIZ EDGARDO & NORMA LEE

3109 VERA AVE

EDINBURG, TX 78539-7804

**PID:255466 GONZALEZ LAZARO &
GORGONIA**

3008 HACKBERRY LANE

EDINBURG, TX 78539-7817

PID:530728 SALINAS JOE ROBERT

3021 HUISACHE

EDINBURG, TX 78539-7819

PID:570296 CANTU LEE & PETRA

3110 VERA AVE

EDINBURG, TX 78539-7822

OWNER NOTIFICATION LIST REPORT

PID:570295 ALMAGUER VICTORIA &
GERARDO LOERA
706 N 32ND ST
MCALLEN, TX 78501

PID:570287 CANTU PLACIDO A & AMERICA G
3015 VERA AVE
EDINBURG, TX 78539-7821

PID:255467 CHAVEZ GILBERTO
3016 HACKBERRY LN
EDINBURG, TX 78539

PID:530729 CORTEZ ARTURO JR & CARLA M
3017 HUISACHE
EDINBURG, TX 78539-7819

PID:570291 VAZQUEZ JOSE L & CLARA
3117 VERA AVE
EDINBURG, TX 78539-7804

PID:570297 SOLIS ROBERT R
3102 VERA AVE
EDINBURG, TX 78539-7822

PID:255469 GONZALEZ VIRGINIA
3106 HACKBERRY LN
EDINBURG, TX 78539-7801

PID:530720 CARRANZA ADALBERTO & OLGA L
3010 HUISACHE AVE
EDINBURG, TX 78539-7819



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

ORDINANCE

Agenda Item No: 7.A.

Special Use Permit - "World Elder Abuse Awareness Parade"

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for the "World Elder Abuse Awareness Parade" to be held on Wednesday, June 11, 2025, the Parade will Begin and End at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, as Requested by Hidalgo County Criminal District Attorney's Office. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The Applicant is requesting a Temporary Special Use Permit for the, "World Elder Abuse Awareness Parade" to be held on Wednesday, June 11, 2025, from 8:30 a.m. to 11:00 a.m. the Parade will begin and end at Bert Ogden Arena. In processing the request, a waiver of fees is being requested by the applicant that is being processed through the City Manager's Office. This request is being coordinated with Planning & Zoning, Police Department.

The applicant will need provided an insurance policy reflecting the City of Edinburg as a Certificate Holder for this event. Approval of this event will require the applicant to sign a hold harmless agreement as well.

3. Staff's Recommendation:

The Planning and Zoning Staff recommends approval of the Temporary Special Use Permit for a Special Event, "World Elder Abuse Awareness Parade" to be held on Wednesday, June 11, 2025, the Parade will begin and end at Bert Ogden Arena with the conditions that the event meets all City requirements.

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
CITY COUNCIL – 06/03/2025
DATE PREPARED – 05/27/2025

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Temporary Special Use Permit for the “World Elder Abuse Awareness Parade”.
<u>APPLICANT:</u>	Hidalgo County Criminal District Attorney’s Office
<u>AGENT:</u>	Not Applicable
<u>LEGAL:</u>	Being Lot 1, Edinburg Arena Subdivision
<u>LOCATION:</u>	4900 South I69C
<u>LOT/TRACT SIZE:</u>	N/A
<u>CURRENT USE OF PROPERTY:</u>	Bert Ogden Arena
<u>PROPOSED USE OF PROPERTY:</u>	Parade
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North –Agriculture (AG) District South – Agriculture (AG) District East – Agriculture (AG) District West – Commercial General (CG) District
<u>LAND USE PLAN DESIGNATION:</u>	Commercial General (CG) District
<u>ACCESS AND CIRCULATION:</u>	This property has access to South I-69C and East Alberta Road
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the temporary special use permit for the “World Elder Abuse Awareness Parade”. A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
“WORLD ELDER ABUSE AWARENESS PARADE”

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff’s evaluation and conditions for approval of this application for the “World Elder Abuse Awareness Parade”.

1. **Duration:** The proposed days and hours requested by the applicant are on Wednesday, June 11, 2025, from 8:30 a.m. to 11:00 a.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from South I-69C and West Alberta Road.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.
7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.



TORIBIO "TERRY" PALACIOS
CRIMINAL DISTRICT ATTORNEY

May 23, 2025

Edinburg City Commission
415 West University Drive
Edinburg, Texas 78539

Subject: Request for Police Escort

Dear Members of the City Commission,

I hope this letter finds you well. My name is Toribio "Terry" Palacios, and I am writing on behalf of the Hidalgo County District Attorney's Office, to respectfully request permission for a police escort for our upcoming event.

This event is scheduled for June 11, 2025, at 8:30 a.m., and will start and conclude at Bert Ogden Arena. We anticipate the participation of approximately 20 agencies from our community. The purpose of the requested police escort is to ensure the safety of all attendees and the public, as well as to help manage traffic along our parade route.

We understand the need for proper coordination and are prepared to meet any requirements for this service. Please let us know if you require any additional information or would like to schedule a meeting to discuss the details further.

Thank you for considering our request. We appreciate your time and support in helping us make this event safe and successful.

Sincerely,



Toribio "Terry" Palacios
Hidalgo County District Attorney

Planning & Zoning

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



THE CITY OF
Edinburg

Waiver of Fees Application: Events

Date: **May 22, 2025**

Packet Submitted By: **Ruben Pequeno Jr.**

1. Type of Event: **Annual Parade**
2. Name of Event: **World Elder Abuse Awareness Parade** Phone: **(956) 414-7667**
3. Fundraising Event? ☐ YES ☒ NO Does Event Sponsor have IRS 501(c)(3) status? ☐ YES ☒ NO
Please state use of proceeds: N/A
4. Contact Name: **Ruben Pequeno Jr / Pearl Guzman**
5. Mailing Address: **100 E Cano St. Edinburg TX 78539**
6. Email: **ruben.pequeno@da.co.hidalgo.tx.us / perla.guzman@da.co.hidalgo.tx.us**
7. Location of Event: **City of Edinburg**
8. Days & Hours of Event: **June 11th, 2025 from 8:30 am to 11:00 am**

A handwritten signature in black ink, appearing to read "Pearl Guzman", written over a horizontal line.

A handwritten signature in black ink, appearing to be a stylized "R" followed by "Pequeno", written over a horizontal line.

Items Provided:

- ☒ Application
- ☐ Letter of Request
- ☐ Site Plan
- ☐ 501 C3 Form
- ☐ Insurance

- 1. Adult Protective Services**
2520 S. Veterans Blvd.
Edinburg, Texas
- 2. Edinburg Towers**
201 N. 13TH Ave
Edinburg, Texas
Email: Yeimee.cavazos@mayfairmgt.com
- 3. Guardian Angel ADC**
3415 W. University Dr.
Edinburg, Texas
Email: Gaadc1720@yahoo.com
- 4. Mi Pueblito ADC**
1405 N. Expy 281
Edinburg, Texas
Email: csalinasler@aol.com
- 5. Mis Amigos ADC**
815 N. Closner Blvd.
Edinburg, Texas
Email: misamigosadc@hotmail.com
- 6. Paseo de Angelitos ADC**
4121 W. University Dr.
Edinburg, Texas
Email: aris21nora@aol.com
- 7. Rinconcito ADC**
3204 N. Sugar Rd.
Edinburg Texas
Email: ureec77@gmail.com
- 8. Vida Health Care**
2024 W. University Dr.
Edinburg, Texas
Email: alejandrasanchez307@hotmail.com

9. Windsor Arbor View

218 Baltic Ave.

Edinburg, Texas

Email: nbriceno@wellsentialhealth.org

10. Windsor Nursing & Rehab Center

1505 S. Closer Blvd.

Edinburg, Texas

Email: leslievonderahe@wellsentialhealth.org

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF EDINBURG

**§
HOLD HARMLESS AGREEMENT
§**

This agreement is entered into this 3rd day of June, 2025, by and between the City of Edinburg, and Hidalgo County District Attorney's Office, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

Hidalgo County District Attorney's Office, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on June 3, 2025, for the "World Elder Abuse Awareness Parade" to be held on Wednesday, June 11, 2025, the Parade will begin and end at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, Edinburg, Hidalgo County, Texas. Hidalgo County District Attorney's Office, shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on June 3, 2025 for the "World Elder Abuse Awareness Parade" to be held on Wednesday, June 11, 2025, the Parade will begin and end at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, Edinburg, Hidalgo County, Texas.

EXECUTED this the 3rd day of June, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

"World Elder Abuse Awareness Parade"

BY: _____
Josephine Ramirez- Solis, City Attorney

BY: _____
Hidalgo County District Attorney's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE “WORLD ELDER ABUSE AWARENESS PARADE” TO BE HELD ON WEDNESDAY, JUNE 11, 2025, THE PARADE WILL BEGIN AND END AT BERT OGDEN ARENA, BEING LOT 1, EDINBURG ARENA SUBDIVISION, LOCATED AT 4900 SOUTH I 69 C, EDINBURG, HIDALGO COUNTY, TEXAS, 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, Hidalgo County District Attorney’s Office, has applied for a temporary special use permit and waiver of Fees under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the “World Elder Abuse Awareness Parade” to be held on Wednesday, June 11, 2025;; and

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

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

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Hidalgo County District Attorney’s Office for “World Elder Abuse Awareness Parade” to be held on Wednesday, June 11, 2025, the Parade will begin and end at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, Edinburg, Hidalgo County, Texas, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are on Wednesday, June 11, 2025, from 8:30 a.m. to 11:00 a.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 10th Avenue and Cano Street.
3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.
4. **Electric and Lighting:** Outdoor events will be provided with electrical service.
5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.
6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.
7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

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

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

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

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

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

of the City Council.

READ, CONSIDERED, PASSED AND APPROVED on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of June, 2024.

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: June 3, 2025

RESOLUTION

Agenda Item No: 8.A.

2018 Community Development Block Grant Disaster Recovery Program
(CDBG-DR) Grant award for the Chapin Pumps Rehabilitation
Drainage Improvements project Amending Resolution No. 2514

1. **Agenda Item:**

Consider Amending Resolution No. 2514 to Commit Additional Funds for the Chapin Pumps Rehabilitation Drainage Improvements Project Under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**

The City of Edinburg received a 2018 Community Development Block Grant Disaster Recovery Program (CDBG-DR) Grant award for the Chapin Pumps Rehabilitation Drainage Improvements project. The City must submit an amended Resolution committing the additional local funds needed to advance the project, as required by the GLO.

The Texas General Land Office's Community Development and Revitalization Program opened the grant application period for the DR-4377 2018 South Texas Floods Infrastructure Competition in March 2022. This disaster recovery funding is intended to help Texas communities recover from the 2018 South Texas Floods that occurred from June 19, 2018– July 18, 2018. The Infrastructure Competition was open to jurisdictions within the DR-4377 disaster declaration's declared counties for projects that address economic revitalization through infrastructure improvements that promote long-term recovery and restoration of housing.

The Engineering Department seeks to install pumps at the existing storm water pump station to discharge water into Chapin Pond. The grant award was the maximum amount of \$1 million, with a local match of \$310,000, for a total project cost of \$1,310,000.

The City solicited and advertised for sealed bids. A quarterly meeting was held with the GLO staff on May 23, 2025, where the GLO requested an amended resolution that commits the City to the additional funds needed to carry out the project. The City needs to commit an additional \$50,578.67 to proceed with the lowest responsive bid, increasing the local match from \$310,000 to \$360,578.67. The matching funds are budgeted in the 2021 Bond Series. Procurement will adhere to federal guidelines and City policy.

3. **Staff's Recommendation:**

Approve Amending Resolution No. 2514 to Commit Additional Funds for the Chapin Pumps Rehabilitation Drainage Improvements Project Under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program Through the Community Development & Revitalization Division Awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and Execute Grant Documents Relating Thereto.

Reviewed by:

Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:

Alicia Carmona, Engineer III

Attachments:

A. Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	§	AMENDING RESOLUTION NO. 2514 TO COMMIT ADDITIONAL FUNDS FOR THE CHAPIN PUMPS REHABILITATION DRAINAGE IMPROVEMENTS PROJECT UNDER THE TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM
COUNTY OF HIDALGO	§	THROUGH THE COMMUNITY AND REVITALIZATION DIVISION AWARDED AS CONTRACT NO. 23-152-007-E179, 2018 SOUTH TEXAS FLOODS FUNDING, AND EXECUTE GRANT DOCUMENTS RELATED THERETO.
CITY OF EDINBURG	§	

WHEREAS, the Texas General Land Office's Community Development and Revitalization (GLO-CDR) Program awarded grant funds to jurisdictions within the DR-4377 disaster declaration's declared counties for projects that address hazards associated with the disaster declaration, including economic revitalization through infrastructure improvements that promote long-term recovery and restoration of housing; and

WHEREAS, the City of Edinburg was awarded grant funds in the amount of \$1 million for drainage improvements to the Chapin Pond Pumps; and

WHEREAS, the Edinburg City Council finds it is in the best interest of the citizens of the City of Edinburg to receive funding for the Texas General Land Office's Community Development and Revitalization Program under the 2018 South Texas Floods Infrastructure Competition for the DR-4377 declared disaster, with a local match of approximately \$360,578.67, increased from the \$310,000 initially committed in July 2022; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas General Land Office's Community Development and Revitalization Program funds, the City of Edinburg assures that the funds will be returned to the GLO-CDR in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes amending Resolution No. 2514 to commit additional funds for the Chapin Pumps Rehabilitation Drainage

Improvements Project under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program through the Community Development & Revitalization Division awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and execute grant documents relating thereto.

SECTION 3: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 4: 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 5: 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 3rd day of June, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine R. Solis
City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

AWARDING OF BID

Agenda Item No: 9.A.

RFB 2025-13, Community Development Block Grant-Disaster Recovery (CDBG-DR) 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

1. Agenda Item:

Consider Awarding Bid No. 2025-13, Community Development Block Grant-Disaster Recovery (CDBG-DR) 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, to 8/A Builders, LLC for an Amount Not to Exceed \$1,360,578.67 and Authorize the City Manager to Enter Into a Professional Services Contract 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 Chapin Pumps Rehabilitation Drainage Improvements Project was awarded by the Texas General Land Office through its Community Development Block Grant-Disaster Recovery (CDBG-DR) Program for the DR-4377 2018 South Texas Floods Infrastructure Competition grant. This disaster recovery funding is intended to help Texas communities recover from the 2018 South Texas Floods that occurred June 19 – July 18.

The Chapin Pond Pump Station is located at 1235 N Sugar Road. The proposed Project involves installing new pumps and rehabilitating the existing pump station and gates to mitigate flooding within the service area. The pumps will enable stormwater to be discharged into the pond, thereby maximizing storage volume and providing relief to the existing storm sewer system.

Authorization to submit this grant was approved by City Council on July 19, 2022. The grant was submitted on July 29, 2022, and was officially awarded by the Texas General Land Office on February 15, 2023, while grant documentation was obtained in December 2023. The City obtained the Project kick-off approval from the GLO in October 2024 to begin design. Design was then completed in April 2025. The period of performance is from December 29, 2023 through February 28, 2026.

On Tuesday, May 13, 2025, bids were opened for Bid No. Bid No. 2025-13, Community Development Block Grant-Disaster Recovery (CDBG-DR) 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project. A total of two bids were received and opened.

After review and tabulation staff recommends awarding Bid No. Bid No. 2025-13, Community Development Block Grant-Disaster Recovery (CDBG-DR) 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, to 8/A Builders, LLC the lowest bidder meeting specifications in the amount of \$1,360,578.67. The City of Edinburg has previously done business with 8/A Builders, LLC. City staff has verified that no monies are owed to the City of Edinburg by 8/A Builders, LLC.

Below is the list of contractors who responded to the request for bids:

1. 8/A Builders, LLC - \$1,360,578.67
2. Go Underground, LLC - \$1,489,306.90

Both respondents met all specifications and program criteria in accordance with the City's Purchasing Policies and Procedures, and applicable Federal and State regulatory requirements. Based on Federal funding procurement requirements, staff is recommending awarding the contract to 8/A Builders, LLC, the lowest responsive bidder meeting all specifications.

Funding in the amount of \$1,360,578.67 is available through the GLO CDBG-DR 18 Funds and Bond Series 2021A. An amendment to the grant resolution of \$50,578.67 is proposed as the grant is providing \$1,000,000 and the City match was originally \$310,000.

The Project is anticipated to be substantially complete within 300 calendar days of the Notice to Proceed.

The Chapin Pumps are located at the Chapin Holding Pond, between Sugar Road and Jackson Road on Chapin Road.

The new pumps will assist the existing drainage system by helping to remove excess stormwater from the following areas:

1. From between SH 107 and Jackson Road, and between 6th Avenue and Chapin Road.
2. From between SH 107 and Sprague Street, and between Joe Ochoa Drive and 4th Avenue.

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-13, Community Development Block Grant-Disaster Recovery (CDBG-DR) 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, to 8/A Builders, LLC for an Amount Not to Exceed \$1,360,578.67 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:

Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:

Alicia Carmona, Engineer III

Attachments:

- A. Bid Tabulation
- B. Bidders List
- C. Chapin Pump Station Location Map
- D. RFB Chapin Pumps Rehabilitation Drainage Improvements
- E. Recommendation Letter
- F. 8/A Builders Bid
- G. Go Underground Bid
- H. Agreement 8/A Builders

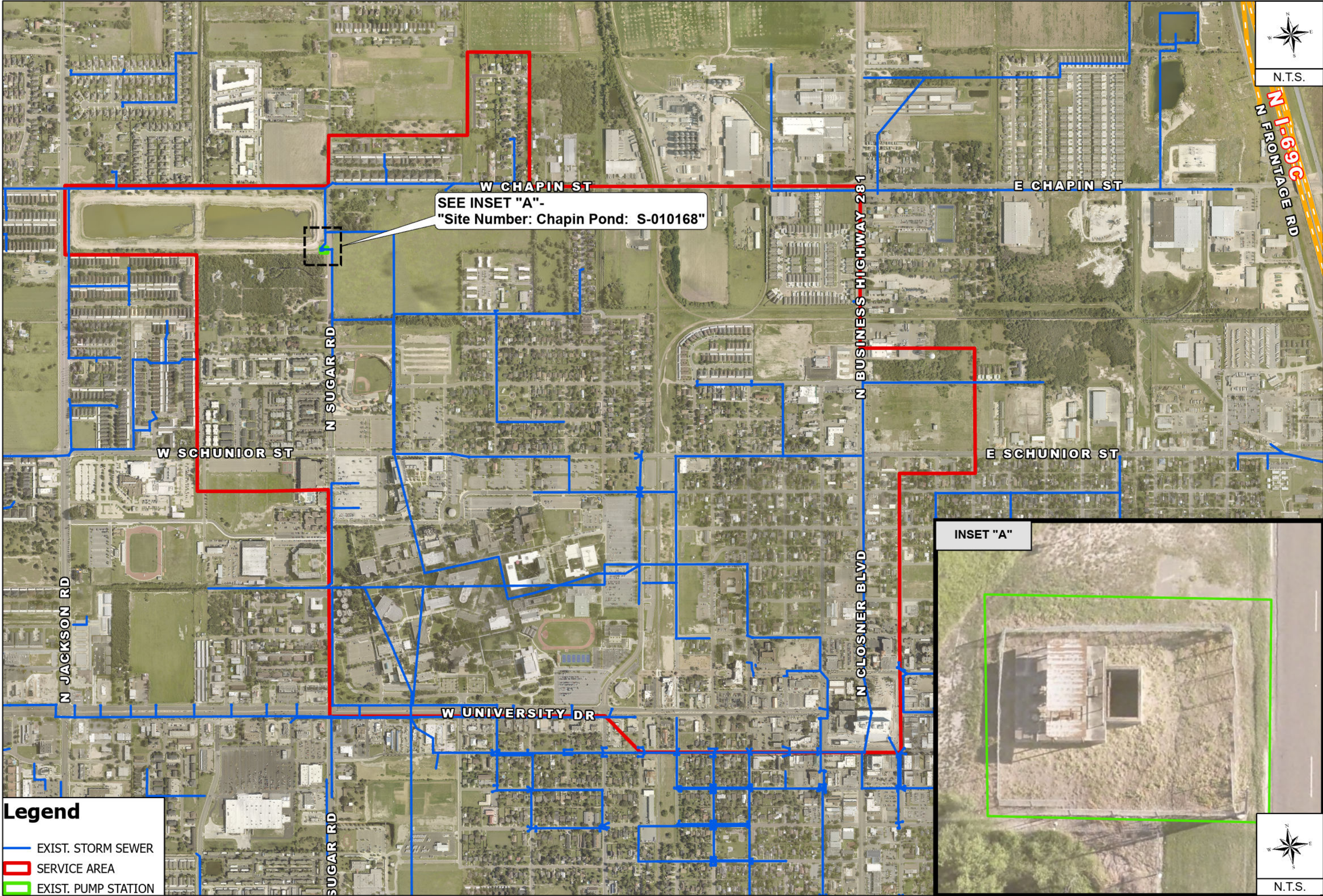


Bid 2025-13 - CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project
Opening Date: May 13, 2025 at 3:00 p.m.

Demolition				8/A Builders LLC		GO UNDERGROUND LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	REMOVE AND DISCARD WOOD POST	1	EA	\$126.00	\$126.00	\$300.00	\$300.00
2	REMOVE AND DISCARD CHAINLINK FENCE	41	LF	\$24.54	\$1,006.14	\$20.00	\$820.00
3	REMOVE AND DISCARD WIRE FENCE	10	LF	\$37.70	\$377.00	\$20.00	\$200.00
4	REMOVE AND DISCARD CONCRETE WALKWAY	19	SY	\$125.63	\$2,386.97	\$20.00	\$380.00
5	PIPE	1	LS	\$6,251.00	\$6,251.00	\$22,000.00	\$22,000.00
6	REMOVE AND DISCARD EXISTING METAL CANOPY (25'X10')	1	LS	\$10,049.00	\$10,049.00	\$2,200.00	\$2,200.00
7	REMOVE AND DISCARD 24" STEEL PIPE	150	LF	\$41.87	\$6,280.50	\$12.00	\$1,800.00
8	REMOVE AND DISCARD GRATE COVER	2	EA	\$314.00	\$628.00	\$200.00	\$400.00
9	REMOVE AND DISCARD EXISTING CURB AND GUTTER	15	LF	\$41.86	\$627.90	\$20.00	\$300.00
Total					\$27,732.51		\$28,400.00
SW3P				8/A Builders LLC		GO UNDERGROUND LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
10	SILT FENCE	473	LF	\$3.98	\$1,882.54	\$10.00	\$4,730.00
11	CONSTRUCTION ENTRANCE/EXIT	1	EA	\$10,049.00	\$10,049.00	\$3,200.00	\$3,200.00
12	SIDEWALK PROTECTION	1	EA	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
Total					\$14,431.54		\$12,930.00
PUMP STATION IMPROVEMENTS				8/A Builders LLC		GO UNDERGROUND LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
13	PROPELLER PUMP W/ 150 HP DIESEL ENGINE AND ASSEMBLY	2	EA	\$ 355,047.00	\$ 710,094.00	\$ 340,500.00	\$ 681,000.00
14	30" DI. 45 DEGREE ELBOW	5	EA	\$ 19,880.00	\$ 99,400.00	\$ 28,000.00	\$ 140,000.00
15	30" DI. WYE	1	EA	\$ 107,457.00	\$ 107,457.00	\$ 52,000.00	\$ 52,000.00
16	CONTROL PANEL W/ ELECTRICAL COMPONENTS ASSEMBLY	1	LS	\$ 44,414.00	\$ 44,414.00	\$ 80,000.00	\$ 80,000.00
17	1000 GAL STORAGE DIESEL TANK W/ SPILL CONTAINER	1	EA	\$ 45,000.00	\$ 45,000.00	\$ 5,000.00	\$ 5,000.00
18	12'X5' REINFORCED CONCRETE SLAB	7	SY	\$ 428.57	\$ 2,999.99	\$ 200.00	\$ 1,400.00
19	METAL FRAME CANOPY (28'X25')	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
20	WATER LEVEL 10FT	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00
21	FLOOD GAUGE SIGN	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00
22	5'X5' WELDED GRATE	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 8,500.00	\$ 8,500.00
23	12'X6' WELDED GRATE	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 8,500.00	\$ 8,500.00
24	30" DUCTILE IRON PIPE	180	LF	\$ 596.97	\$ 107,454.60	\$ 664.44	\$ 119,599.20
25	6" REINFORCED CONCRETE RIP RAP	50	SY	\$ 180.00	\$ 9,000.00	\$ 150.00	\$ 7,500.00
26	ROCK RIP RAP	25	SY	\$ 502.44	\$ 12,561.00	\$ 150.00	\$ 3,750.00
27	REINFORCED 4" SIDEWALK CONCRETE	7	SY	\$ 857.14	\$ 5,999.98	\$ 200.00	\$ 1,400.00
28	PAINT EXISTING RAIL GUARD	14	LF	\$ 35.71	\$ 499.94	\$ 1,200.00	\$ 16,800.00
29	WOOD POST	1	EA	\$ 800.00	\$ 800.00	\$ 3,200.00	\$ 3,200.00
30	WIRE FENCE	10	LF	\$ 62.80	\$ 628.00	\$ 55.00	\$ 550.00
31	CHAINLINK FENCE	67	LF	\$ 52.23	\$ 3,499.41	\$ 55.00	\$ 3,685.00
32	SWING GATES	2	EA	\$ 900.00	\$ 1,800.00	\$ 5,250.00	\$ 10,500.00
33	REINFORCED CONCRETE DRIVEWAY	79	SY	\$ 111.30	\$ 8,792.70	\$ 200.00	\$ 15,800.00
34	FLAP GATE	1	EA	\$ 8,746.00	\$ 8,746.00	\$ 21,000.00	\$ 21,000.00
35	4" ELECTRICAL CONDUIT	20	LF	\$ 1,000.00	\$ 20,000.00	\$ 100.00	\$ 2,000.00
36	DEWATERING	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 110,000.00	\$ 110,000.00
Total					\$1,223,946.62		\$1,319,584.20
Miscellaneous				8/A Builders LLC		GO UNDERGROUND LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
37	MOBILIZATION	1	LS	\$8,000.00	\$8,000.00	\$80,000.00	\$80,000.00
38	INSURANCE AND BONDS	1	LS	\$66,126.00	\$66,126.00	\$26,391.70	\$26,391.70
39	TRAFFIC CONTROL	1	LS	\$18,842.00	\$18,842.00	\$22,000.00	\$22,000.00
40	CONSTRUCTION IDENTIFICATION SIGN	1	EA	\$1,500.00	\$1,500.00	\$1.00	\$1.00
Total					\$94,468.00		\$128,392.70
Overall Total Amount					\$1,360,578.67		\$1,489,306.90

Bidder's List		
info@two-mm.com	marketing@gecinc.com	info@obrieneng.com
Aheister@aandengineering.com	dreeder@geiconsultants.com	mnavarro@otcorp.com
Dwain@aarinc.net	s.green@geostrata.com	othoncorp@othon.com
abcengineeringinc@yahoo.com	rodney.walsh@g4gr.com	scastaneda@omegaengineers.com
a.oji@sbcglobal.net	Stephanie.Gilbert@geosyntec.com	Proposals@pape-dawson.com
wayne@acumen-enterprises.com	bd@gessnereng.com	aholloway@parkhill.com
dinh@adico-llc.com	jburhama@getanresources.com	ejparra@parracompany.com
jsilva@aegelpaso.com	arlardizabal@ggcsurvey.com	sean.tenney@parsons.com
agonzalez@ag3-group.com	ggonzalez@gereaveseng.com	emak@peagroup.com
ksreerama@AgilityEngineering.com	contact@ggedc.com	certs@pozcam.com
oscar.aguirre@aguirre-fields.com	michael.lane@ghd.com	eduardo@premier-ce.com
deepali.loney@aigtechnical.com	debbieguerra@msn.com	thelma@porrasnance.com
rnance@aggengr.com	bid@gapt.company	mbreazeale@jonescarter.com
pkolluru@amaniengineering.com	tyler.murphy@gec-group.com	alfonsoq@qha-eng.com
CMMARIN@AMBIOTEC.COM	sanderson@gradient-group.com	quantum@qeceng.com
alex.mebrahtu@aptim.com	mpierson@gra-ce.net	b.benford@qeci.com
ddonohue@aquastrategies.com	jfsalas@gldd.com	jarmstrong@rkci.com
ccanonico@ardurra.com	ggonzales@grisengineering.com	info@rak-eng.com
cduenes@arsengineers.com	mharris@GuardianEngEnt.com	todd@rangerenv.com
sydnee.best@artemisengtx.com	dan.young@guyengr.com	Jillian.Maxwell@rekobglobal.com
ameguid@asdengineers.com	rgarza@garzaemc.com	ROBYN.BEAIRD@RESPEC.COM
centralsector@atkinsrealis.com	sdam@global-civil.com	gkonganda@restltx.com
Susan.cady@oneatlas.com	g.gonzalez@gs-engineers.com	RJRAadmin@rjrivera.com
arasmussen@avenueconsultants.com	info@grnserv.com	sdavidson@rtg-texas.com
rama.gontina@adaptinfra.com	jmunoiz@gmes.biz	sophia.shaw@rpsgroup.com
david.garcia@aguaze.com	gevens@hwlochner.com	donald.glenn@rsandh.com
cmmarin@ambiotec.com	tod.henning@h2bengineers.com	mechan@rsecorp.com
analytic.engineers@gmail.com	info-marketing@half.com	txmarketing@rkk.com
info@apexengroup.com	lpowell@hardestyhanover.com	SAUL@SAMENGINEERING-SURVEYING.COM
terry@arraytech.net	mtibbets@haytereng.com	cezary.saxon@saxonloomis.com
denise@auckland-consulting.com	jonathanhampton806@gmail.com	jbuechter@spi-eng.com
aisha@b2zeng.com	kelly.kaatz@hdrinc.com	escheibe@scheibeconsulting.com
sal@baezaengineering.com	HinojosaEngInc@aol.com	prequals@schnabel-eng.com
dvernon@bmbi.com	jbayles@hntb.com	certifications@se3.us
rcrouch@bakerlawson.com	mendym@horrocks.com	glankes@slg-eng.com
smbandini@bei-us.com	attaaba.attaquayson@hrgreen.com	ssci@sscienviromental.com
DYBARNHART@BARNHARTENG.US	dmiddleton@htshouston.com	epi.salazar@seshorizon.com
info@bcldservicesllc.com	mnalabody.alabody@gmail.com	jlongardner@shrewsusa.com
demissie@belengineers.com	itgonz@swbell.net	robert.siegfried@siegfriedec.com
sflores@bendicion-companies.com	ibarra@ibarraengineers.com	erin@skge.com
marketing@binkleybarfield.com	sahmed@ieaworld.com	smith.eng.assc@gmail.com
cfrazier@blocdesign.com	lynda.monroe@ice-eng.com	jchavira@solarayengineering.com
karen@blockheadstrategy.com	anwar.zahid@infratech-us.com	chris@solodesignbuild.com
sebowman@bec-inc.com	afashokun@inproengineers.com	israel@sotexengineering.com
ashley@breezydayllc.com	cargo602@gmail.com	mdiaz@starengineeringgroup.com
roman@brockbustillos.com	bobby@isaniconsultants.com	neal@stokesandassociates.com
info@bsivexon.com	keith.britton@iconiccg.com	tami@strandae.com
bvela@carconindustries.com	jhuizar@ie-services.com	dcovarrubias@seatx.com
kim.anderson@cardinalstrategies.com	j.morales@jmoralesinc.com	bwaters@sunlandgrp.com
scostello@carollo.com	jmtorres@torresassociatesllc.com	SUSAN@SROTHCONSULTING.COM
channys@casengineers.com	wld@jacobmartin.com	scamarillo@salcedogroupinc.com
azize.akcayoglu@gmail.com	johngujardo@jag-engineering.net	jsanchez@ssa-pe.com
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svaughn@cerasolutions.com	jasmine@jasmineengineering.com	mark.e.nelson@safe-tx.com

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kpatterson@civilcorp.us	bthomas@jmt.com	kevin.burdeaux@tbsmith.com
xrcivil@gmail.com	mf@perezce.com	Brian@taloncivil.com
lgann@clgann.com	RGUERRA@GUERRA.COM	mandytam@tcsengineering.com
angie@cmjengr.com	mdt@jaymarkengineering.com	marketing@connectcec.com
agoudie@cobbfendley.com	akurkowski@kwengineering.net	k.Jurado@texasce.com
michelle.rohrbough@collierseng.com	kfrieese@kfrieese.com	rvarnell@trccompanies.com
kkubos@consoreng.com	lturner@kaluzainc.com	rsalazar@trimadstx.com
vic@costabravaeng.com	Kelly.Freels@kci.com	anna.whiting@ttlusa.com
cpymarketing@stvinc.com	jim.poe@kiewit.com	pat.ulrich@ulrichengineers.com
eddie-crane@sbcglobal.net	tx-ok.marketing@kimley-horn.com	sherifm@unitede.com
marketing@criadoassociates.com	ramon@kleinmanconsultants.com	cgonzalez@uigtexas.com
johnh@cha-eng.com	adeel@kmceinc.com	register@unintech.com
ggarg@cascade-civil.com	info@krestengineers.com	JDELEON@VENTURIENG.COM
jv.garcia@casaeng.net	klong@ksaeng.com	MATTHEW.WELSH@VOSBURGWELSH.COM
tcastilla@civilgroup.net	mmarin@lgengineers.com	admin@vrxglobal.com
dli@cseengineers.com	mbenjamin@languan.com	evaldez@vtgec.com
gail@collierconsulting.com	lydia@gdjeng.com	nbeward@wbpconsult.com
cconde@condeinc.com	chris@hctex.com	tmathews@westwardenv.com
sohbankhan@core-engr.com	ted@lentsengineering.com	freddie@totalgreater.com
sstecher@crespoing.com	lrimey@lraengineers.com	rachel.talley@wsp.com
todd.becker@daarcorp.com	mlucio@lja.com	support@wtcinc.com
jwolfe@geo-logic.com	salford@lja.com	accounting@wuestgrouptx.com
cmaglio@dccm.com	David@LAM-Eng.com	jwalker@watearth.com
adriana.gonzalez@deconeng.com	lshields@lwsgroupventures.com	kbrooks@whitehawkmail.com
lwilliams@dikita.com	mike.garza@leg-pllc.com	scooksey@whitestoneenv.com
info@dishausa.com	frank@madero.net	geraldw@wilsonecs.com
adoucet@kleinfelder.com	ghamilton@maesce.com	eyaggi@yaggiengineering.com
chris@daram.com	ramon@maldonado-burkett.com	ysramconsulting@outlook.com
danielle@danielleskidmore.com	mapivigilconsulting@gmail.com	lyoung@yprconsulting.com
jstanton@dterry.com	asanchez@mas-civil.com	zztech95@gmail.com
DSDye@DyeEnterprises.com	seyoum@mayengineersllc.com	mo@fxsa.com
echolsenvironmental@gmail.com	hjuarez@mbengineeringtx.com	leadservices@freese.com
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tkaatz@civil-edge.com	marketing@mjinc.com	jhammaker@gfnet.com
proposals@ehra.team	bizdevelopment@mckimcreed.com	rgarciajr@garciawright.com
ejones@ejesinc.com	texasmarketing@MCKINC.COM	MAli@GaugeEngineering.com
ENCON.admin@ENCONINTERNATIONAL.COM	bids@meldenandhunt.com	crodrigo@gc-engineering.com
dmetcalf@engr-res.com	RMendez@MendezEngineering.com	Lrfrisbie@metroinfrastructure.com
jessica.long@e-ht.com	patrick.conley@merrick.com	rachel.gray@miller-gray.com
dbowden@ensolum.com	john.mora@mesais.com	ram@munozenrg.com
nalanis@entechhou.com	hrashid@mhreng.com	pmundo@mundoandassociates.com
jedwards@erc-tx.com	PD_Southern@mbakerintl.com	nmatexas@gmail.com
cmehl@essassociates.com	rpalma@megengineers.com	nancy.s.cline1@gmail.com
jaya@estinc.com	V@MITCHELLANDMORGAN.COM	jmaierdean@ndmce.com
samantha@evolvingtexas.com	mmedina@morenocardenas.com	dmetcalf@flex-source.com
smedina@eyncon.com	Matt@morrisassoc.com	ljfrancistexas@gmail.com
Administrator@elitecaes.com	rtarin@mtrengineers.com	claudius.sanchez@magrym.com
ali.khataw@eec-tx.com	michelle.patton@mpce-tx.com	msanchez@meta-engr.com
rconcha@esscogroup.org	info@ms2reng.com	bj@fifengineering.com
egarza@everenc.com	asaenz@multatech.com	btristan@fittzshipman.com
gakers@faiengineers.net	ibm1@Multi-Lynx.com	petew@mwmdesigngroup.com
colette.lewis@ffgsconsulting.com	saftab@mv-engineering.com	steven.erik.madrid@gmail.com



Legend

- EXIST. STORM SEWER
- SERVICE AREA
- EXIST. PUMP STATION

N.T.S.

THE CITY OF EDINBURG
TEXAS

CHAPIN PUMPS REHABILITATION DRAINAGE IMPROVEMENTS - VICINITY MAP

REQUESTED BY: ENGINEERING DEPT **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION **DATE:** OCTOBER 28, 2022

MAP DISCLAIMER:
This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

REQUEST FOR BIDS

2025-13

CDBG-DR 2018 FLOODS CHAPIN PUMPS REHABILITATION DRAINAGE IMPROVEMENTS PROJECT

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



RELEASE DATE: April 23, 2025

DEADLINE FOR QUESTIONS: May 7, 2025

RESPONSE DEADLINE: May 13, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/cityofedinburg>

City of Edinburg
REQUEST FOR BIDS
CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage
Improvements Project

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 - Chapin Pump Station Construction Plans
- C - General_Conditions
- D - Supplementary_Conditions
- E - Agreement
- F - Project Mitigation Goals and Actions
- G - Chapin Pump Station - Civil Specifications
- H - Chapin Pump Station - MEP Specifications

1. Introduction

1.1. Summary

The Chapin Pond Pump Station is located at 1235 N Sugar Road. The proposed Project involves installing new pumps and rehabilitating the existing pump station and gates to mitigate flooding within the service area. The pumps will enable stormwater to be discharged into the pond, thereby maximizing storage volume and providing relief to the existing storm sewer system.

1.2. Contact Information

Alicia Carmona

Engineer III

415 W University Dr

Edinburg, TX 78539

Email: acarmona@cityofedinburg.com

Phone: [\(956\) 388-8211](tel:(956)388-8211)

Department:

Engineering

Department Head:

Mardoqueo Hinojosa

Engineering Director

1.3. Timeline

Release Project Date	April 23, 2025
Pre-Proposal Meeting (Non-Mandatory)	May 5, 2025, 11:00am The Pre-Bid will be held at the Emergency Operations Center (EOC) located inside the Edinburg Fire Department, 212 West McIntyre Street, Edinburg, TX 78539
Question Submission Deadline	May 7, 2025, 5:00pm
Proposal Submission Deadline	May 13, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project.

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

3:00 pm, Tuesday, May 13, 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 Emergency Operation Center (EOC) located inside the Edinburg Fire Department at 212 West McIntyre Street, Edinburg, TX 78539, at 3:00 pm, Tuesday, May 13, 2025.

To obtain a copy of the Request for Bids or submit an electronic Bid please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg BID No. 2025-13" to the City Secretary's Office prior to the BID opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

BID No. 2025-13

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 Wednesday, May 7, 2025.

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

2.2. Federally Funded Project

This project is being funded in whole or in part by the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery (CDGB-DR). The selected respondent must follow all federal requirements of the Texas GLO CDBG-DR program. Bidders must comply with all applicable requirements included in Title VI, VII and VIII of the Civil Rights Acts, Executive Order 11063, as amended by Executive Order 12259 and 24 CFR Part 107, Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, Davis-Bacon and Related Acts, Equal Employment Opportunities, Minority and Women Owned Business Enterprise standards, Section 3 requirements per 24 CFR Part 75, Texas Government Code 2271 No Boycott Israel, Texas Government Code 2252 Prohibitions on Contracts with Foreign Terrorist Organizations, and all contract procurement provisions listed in 2 CFR Part 200 and within Appendix II, as applicable.

Attention is particularly called to the conditions of employment and minimum wage rates that must be paid under the contract. The Department of Labor wage decision, TX20250003, release date 01/03/2025, is applicable to this project.

Bidders choosing to bid or provide proposals on Federally Funded projects must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is opened. Bidders must submit the entity's Unique Entity Identification (UEI) Number with the bid/proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondent's UEI number into the SAM database. If the respondent is not in ACTIVE status on the database, the bid will be deemed non-responsive and disqualified from consideration of award. Entity registration may be completed at www.sam.gov. All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide Bids for: CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

INTENT

The services to be provided under this Request For Bid shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for the Bid. There is no intention to disqualify any bidder 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 a Bid in response to this solicitation constitutes an offer by the bidder. 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 bidder/firm is selected. Submission of a Bid in response to this solicitation, by any bidder, shall indicate that the bidder(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 bidder 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. Bidders 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

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

AWARD

Bidders are advised that the City of Edinburg is soliciting BIDs and award shall be made to the bidder that in the opinion of the City of Edinburg is the best qualified.

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

NUMBER OF CONTRACTS

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

STATUTORY REQUIREMENTS

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

ALTERATIONS/AMENDMENTS TO BID

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

NO RESPONSE TO BID

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

LIST OF EXCEPTIONS

The bidder 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 **PURCHASE/SERVICES** have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package PURCHASE/SERVICES is used, its meaning shall refer to the request for CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project as specified.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such

undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

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

VERBAL THREATS AND OFFICIAL CONTACT

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

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

Bidder's past performance shall be taken into consideration in the evaluation of 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 bidder become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful bidder agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

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

ADDENDA AND MODIFICATIONS

Bidder shall carefully examine the BID forms, specifications/requirements, and instructions to Bidders. Should the Bidder find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal: <https://procurement.opengov.com/portal/cityofedinburg> and obtain clarification by addendum prior to submitting any 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 Bidders. All Addenda issued in respect to this project shall be considered official changes to the original BID documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their BID Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from its terms and requirements. The City may issue a written addendum no later than five (5) 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 bidder 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

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

AUTHORIZATION TO BIND BIDDER 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 Bidder whether corporation, partnership, or individual, shall also be stated in the BID. A corporation shall execute the BID by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. All partners shall execute the BID. Partnership and Individual Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced

items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to “dealer” pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker’s Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or \$500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate
or \$500,000 combined single limits

Comprehensive Auto Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate
or \$500,000 combined single limits

City's Protective Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate
or \$500,000 combined single limits

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

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

3.3. BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY

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

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

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

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

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the date 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. Drainage Improvements

The project involves the installation of a new pump system, rehabilitation of the existing pump station, and the addition of an access driveway (See Engineering Plans and Specifications by SAMES, Inc.).

The project's substantial completion is expected in **300 Calendar Days**.

During the pre-construction meeting, the project's mitigation goals and actions will be discussed with the contractor and any subcontractors. The contractor and subcontractors are required to fully comply with all mitigation actions throughout the construction period (see Project Mitigation Goals and Actions).

The project manual identifies the use of TXDOT 2024 Standard Specifications. The latest adopted City Standards Manual must be

used: <https://cityofedinburg.com/departments/engineering/engineeringstandardsmanual.php>. In the event of discrepancies, the most stringent shall govern.

5. Vendor Questionnaire

5.1. [Proposal*](#)

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

Please do not upload multiple files.

*Response required

5.2. [If you have any proprietary documents, please attach the redacted document here.](#)

5.3. [Please upload your current insurance certificate.*](#)

Please upload your current insurance certificate.

*Response required

5.4. [Required Forms](#)

5.4.1. [Please fill out and sign the Conflict of Interest Disclosure form and upload here*](#)

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST.pdf](#)

*Response required

5.4.2. [Please fill out and sign the General Questionnaire and upload here*](#)

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

*Response required

5.4.3. [Please fill out the Litigation Disclosure Form and upload here*](#)

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

*Response required

5.4.4. [Please fill out and sign HB 89 and upload here*](#)

HB 89

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

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

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 13 VERIFICATION...](#)

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

Please download the below documents, complete, and upload.

- [SENATE BILL 19 VERIFICATION...](#)

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes

☐ No

*Response required

*5.4.9. Please ensure that tariffs related to this solicitation are included in the price, if applicable.**

☐ Please confirm

*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

5.6. [Grant Required Certifications](#)

*5.6.1. Please fill out and sign the System for Award Management Unique Identity Number (UEI#) for and upload.**

Please download, complete and upload.

- [1. SAM.UEI.Vendor Informati...](#)

*Response required

*5.6.2. Please fill out and sign the Conflict of Interest Summary of Rules for CDBG Contractors and upload here.**

Please download, complete and upload.

- [2. Conflict of Interest Dis...](#)

*Response required

*5.6.3. Please fill out and sign the Affidavit Regarding Conflict of Interest and upload here.**

Please download, complete and upload.

- [3. CDBG Affidavit.pdf](#)

*Response required

*5.6.4. Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity and upload here.**

Please download, complete and upload.

- [4. EEO Certification.pdf](#)

*Response required

*5.6.5. Please fill out and sign the Certification of Clean Air and Water and upload here.**

Please download, complete and upload.

- [5. Clean Air & Water Certif...](#)

*Response required

*5.6.6. Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here.**

Please download, complete and upload.

- [6. Non-Lobbying Certificati...](#)

*Response required

*5.6.7. Please fill out and sign the Non-Collusion Affidavit form and upload.***

Please download, complete and upload.

- [7. Non-Collusion Affidavit ...](#)

*Response required

5.6.8. Please fill out and sign the DBLS Designation to Supervise Payments.

Please download, complete and upload.

- [Contractor-Subcontractor De...](#)

5.6.9. Please fill out and sign the attached Appendix II (L) certification.

Please download, complete and upload.

- [Appendix II \(L\) Domestic Pr...](#)

*5.6.10. Please fill out and sign the attached document.**

Please download, complete and upload.

- [TGC 2271.002 No Boycott Isr...](#)

*Response required

*5.6.11. Please fill out and sign the attached document.**

Please download, complete and upload.

- [TCG 2252 Foreign Terrorist ...](#)

*Response required

5.7. [Information Only](#)

5.7.1. Please read Applicable Regulations - 2 CFR Part 200 Appendix II

Please read grant related compliance regulations.

- [APPLICABLE REGULATION 2 CFR...](#)

5.7.2. Please read the Contractor's Guide to Prevailing Wage Requirements

Please read grant related compliance regulations.

- [DBLS INFORMATION ONLY.pdf](#)

5.7.3. Please see applicable Wage Decision.

Please see applicable wage decision for DBLS compliance.

- [APPLICABLE WAGE DECISION TX...](#)

5.7.4. Please see Section 3 Requirements.

Please read grant related compliance regulations.

- [SECTION 3 INFORMATION ONLY.pdf](#)

5.7.5. Please read Minority-owned/Women-owned Businesses

Please read grant related information.

- [Minority-Owned, Women-Owned...](#)

6. Pricing Proposal

DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	REMOVE AND DISCARD WOOD POST	1	EA		
2	REMOVE AND DISCARD CHAINLINK FENCE	41	LF		
3	REMOVE AND DISCARD WIRE FENCE	10	LF		
4	REMOVE AND DISCARD CONCRETE WALKWAY	19	SY		
5	REMOVE AND DISCARD EXISTING PUMP SYSTEM W/ 24" COLUMN PIPE	1	LS		
6	REMOVE AND DISCARD EXISTING METAL CANOPY (25'X10')	1	LS		
7	REMOVE AND DISCARD 24" STEEL PIPE	150	LF		
8	REMOVE AND DISCARD GRATE COVER	2	EA		
9	REMOVE AND DISCARD EXISTING CURB AND GUTTER	15	LF		
TOTAL					

SW3P

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	SILT FENCE	473	LF		
11	CONSTRUCTION ENTRANCE/EXIT	1	EA		
12	SIDEWALK PROTECTION	1	EA		
TOTAL					

PUMP STATION IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	PROPELLER PUMP W/ 150 HP DIESEL ENGINE AND ASSEMBLY	2	EA		
14	30" DI. 45 DEGREE ELBOW	5	EA		
15	30" DI. WYE	1	EA		
16	CONTROL PANEL W/ ELECTRICAL COMPONENTS ASSEMBLY	1	LS		
17	1000 GAL STORAGE DIESEL TANK W/ SPILL CONTAINER	1	EA		
18	12'X5' REINFORCED CONCRETE SLAB	7	SY		
19	METAL FRAME CANOPY (28'X25')	1	EA		
20	WATER LEVEL 10FT	1	EA		
21	FLOOD GAUGE SIGN	1	EA		
22	5'X5' WELDED GRATE	1	EA		
23	12'X6' WELDED GRATE	1	EA		
24	30" DUCTILE IRON PIPE	180	LF		
25	6" REINFORCED CONCRETE RIP RAP	50	SY		
26	ROCK RIP RAP	25	SY		
27	REINFORCED 4" SIDEWALK CONCRETE	7	SY		
28	PAINT EXISTING RAIL GUARD	14	LF		
29	WOOD POST	1	EA		
30	WIRE FENCE	10	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
31	CHAINLINK FENCE	67	LF		
32	SWING GATES	2	EA		
33	REINFORCED CONCRETE DRIVEWAY	79	SY		
34	FLAP GATE	1	EA		
35	4" ELECTRICAL CONDUIT	20	LF		
36	DEWATERING	1	LS		
TOTAL					

MISCELLANEOUS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
37	MOBILIZATION	1	LS		
38	INSURANCE AND BONDS	1	LS		
39	TRAFFIC CONTROL	1	LS		
40	CONSTRUCTION IDENTIFICATION SIGN	1	EA		
TOTAL					



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

May 27, 2025

Mardoqueo Hinojosa, PE, CFM, CPM
City Engineer
415 W. University Dr.
Edinburg, TX 78539

Re; Recommendation to Award Construction Contract
 CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Improvements Project

Mr. Hinojosa,

A bid opening was held on Tuesday, May 13, 2025, where two (2) bids were received for the CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Improvements Project.

After reviewing the Unit Bid Pricing tabulation provided by the City of Edinburg, we have confirmed that **8/A Builders LLC** has submitted the lowest responsive Grand Total Bid in the amount of **\$1,360,578.67**. Please find attached the Bid Tabulation Sheet. The bid bond and other required documentation were also provided and verified by the City of Edinburg.

We have no objection to award the above referenced project to **8/A Builders LLC** for the Base Bid for a grant total contract amount of **\$1,360,578.67**. Please feel free to contact our office at (956)-702-8880 should you have any questions or would like to discuss this further.

Respectfully Submitted,

A handwritten signature in blue ink, reading "Jessica M.", followed by a horizontal line.

Jessica M. Maldonado, PE, PMP, CFM, SIT
VP of Professional Services
SAMES, Inc.



Bid 2025-13 - CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project
Opening Date: May 13, 2025 at 3:00 p.m.

Demolition				8/A Builders LLC		GO UNDERGROUND LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	REMOVE AND DISCARD WOOD POST	1	EA	\$126.00	\$126.00	\$300.00	\$300.00
2	REMOVE AND DISCARD CHAINLINK FENCE	41	LF	\$24.54	\$1,006.14	\$20.00	\$820.00
3	REMOVE AND DISCARD WIRE FENCE	10	LF	\$37.70	\$377.00	\$20.00	\$200.00
4	REMOVE AND DISCARD CONCRETE WALKWAY	19	SY	\$125.63	\$2,386.97	\$20.00	\$380.00
5	PIPE	1	LS	\$6,251.00	\$6,251.00	\$22,000.00	\$22,000.00
6	REMOVE AND DISCARD EXISTING METAL CANOPY (25'X10')	1	LS	\$10,049.00	\$10,049.00	\$2,200.00	\$2,200.00
7	REMOVE AND DISCARD 24" STEEL PIPE	150	LF	\$41.87	\$6,280.50	\$12.00	\$1,800.00
8	REMOVE AND DISCARD GRATE COVER	2	EA	\$314.00	\$628.00	\$200.00	\$400.00
9	REMOVE AND DISCARD EXISTING CURB AND GUTTER	15	LF	\$41.86	\$627.90	\$20.00	\$300.00
Total					\$27,732.51		\$28,400.00
SW3P				8/A Builders LLC		GO UNDERGROUND LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
10	SILT FENCE	473	LF	\$3.98	\$1,882.54	\$10.00	\$4,730.00
11	CONSTRUCTION ENTRANCE/EXIT	1	EA	\$10,049.00	\$10,049.00	\$3,200.00	\$3,200.00
12	SIDEWALK PROTECTION	1	EA	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
Total					\$14,431.54		\$12,930.00
PUMP STATION IMPROVEMENTS				8/A Builders LLC		GO UNDERGROUND LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
13	PROPELLER PUMP W/ 150 HP DIESEL ENGINE AND ASSEMBLY	2	EA	\$ 355,047.00	\$ 710,094.00	\$ 340,500.00	\$ 681,000.00
14	30" DI. 45 DEGREE ELBOW	5	EA	\$ 19,880.00	\$ 99,400.00	\$ 28,000.00	\$ 140,000.00
15	30" DI. WYE	1	EA	\$ 107,457.00	\$ 107,457.00	\$ 52,000.00	\$ 52,000.00
16	CONTROL PANEL W/ ELECTRICAL COMPONENTS ASSEMBLY	1	LS	\$ 44,414.00	\$ 44,414.00	\$ 80,000.00	\$ 80,000.00
17	1000 GAL STORAGE DIESEL TANK W/ SPILL CONTAINER	1	EA	\$ 45,000.00	\$ 45,000.00	\$ 5,000.00	\$ 5,000.00
18	12'X5' REINFORCED CONCRETE SLAB	7	SY	\$ 428.57	\$ 2,999.99	\$ 200.00	\$ 1,400.00
19	METAL FRAME CANOPY (28'X25')	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
20	WATER LEVEL 10FT	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00
21	FLOOD GAUGE SIGN	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00
22	5'X5' WELDED GRATE	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 8,500.00	\$ 8,500.00
23	12'X6' WELDED GRATE	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 8,500.00	\$ 8,500.00
24	30" DUCTILE IRON PIPE	180	LF	\$ 596.97	\$ 107,454.60	\$ 664.44	\$ 119,599.20
25	6" REINFORCED CONCRETE RIP RAP	50	SY	\$ 180.00	\$ 9,000.00	\$ 150.00	\$ 7,500.00
26	ROCK RIP RAP	25	SY	\$ 502.44	\$ 12,561.00	\$ 150.00	\$ 3,750.00
27	REINFORCED 4" SIDEWALK CONCRETE	7	SY	\$ 857.14	\$ 5,999.98	\$ 200.00	\$ 1,400.00
28	PAINT EXISTING RAIL GUARD	14	LF	\$ 35.71	\$ 499.94	\$ 1,200.00	\$ 16,800.00
29	WOOD POST	1	EA	\$ 800.00	\$ 800.00	\$ 3,200.00	\$ 3,200.00
30	WIRE FENCE	10	LF	\$ 62.80	\$ 628.00	\$ 55.00	\$ 550.00
31	CHAINLINK FENCE	67	LF	\$ 52.23	\$ 3,499.41	\$ 55.00	\$ 3,685.00
32	SWING GATES	2	EA	\$ 900.00	\$ 1,800.00	\$ 5,250.00	\$ 10,500.00
33	REINFORCED CONCRETE DRIVEWAY	79	SY	\$ 111.30	\$ 8,792.70	\$ 200.00	\$ 15,800.00
34	FLAP GATE	1	EA	\$ 8,746.00	\$ 8,746.00	\$ 21,000.00	\$ 21,000.00
35	4" ELECTRICAL CONDUIT	20	LF	\$ 1,000.00	\$ 20,000.00	\$ 100.00	\$ 2,000.00
36	DEWATERING	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 110,000.00	\$ 110,000.00
Total					\$1,223,946.62		\$1,319,584.20
Miscellaneous				8/A Builders LLC		GO UNDERGROUND LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
37	MOBILIZATION	1	LS	\$8,000.00	\$8,000.00	\$80,000.00	\$80,000.00
38	INSURANCE AND BONDS	1	LS	\$66,126.00	\$66,126.00	\$26,391.70	\$26,391.70
39	TRAFFIC CONTROL	1	LS	\$18,842.00	\$18,842.00	\$22,000.00	\$22,000.00
40	CONSTRUCTION IDENTIFICATION SIGN	1	EA	\$1,500.00	\$1,500.00	\$1.00	\$1.00
Total					\$94,468.00		\$128,392.70
Overall Total Amount					1,360,578.67		\$1,489,306.90



City of Edinburg
Engineering

Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[8/A BUILDERS LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-13

CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

RESPONSE DEADLINE: May 13, 2025 at 3:00 pm

Report Generated: Thursday, May 15, 2025

8/A Builders LLC Response

CONTACT INFORMATION

Company:

8/A Builders LLC

Email:

tx8abuilders@hotmail.com

Contact:

Arnoldo Ochoa

Address:

7706 Expressway 83
Mission, TX 78572

Phone:

(956) 321-1769

Website:

N/A

Submission Date:

May 13, 2025 2:57 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed May 12, 2025 4:05 PM by Arnoldo Ochoa

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

Proposal_Package_City_of_Edinburg.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.

Insurance_-_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_-_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

General_Question.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

Litigation_Disclosure.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- [HOUSE BILL 89 VERIFICATION.pdf](#)

House_Bill_89.pdf

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

SB 13 ENERGY COMPANY BOYCOTTS

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

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 13 VERIFICATION...](#)

Energy_Company_Boycotts.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...](#)

Senit_Bill_19.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ_Edinburg.pdf
Form_1295_Edinburg.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

PLEASE ENSURE THAT TARIFFS RELATED TO THIS SOLICITATION ARE INCLUDED IN THE PRICE, IF APPLICABLE.*
Confirmed

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...](#)

Past_Performance.pdf

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

- [C - Bid Bond - SECTION 0131...](#)

Bid_Bond_Edinburg.pdf

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

- [D - Statement of Bidders Qu...](#)

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 ...](#)

Bidders_Experience.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...](#)

Material_Supplier_List.pdf

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

Please download the below documents, complete, and upload.

- [G - Non Bribery Model Form ...](#)

Non_Bribery.pdf

PLEASE REVIEW THE ATTACHED PERFORMANCE BOND FORM.*

- [K - Performance Bond.pdf](#)

Bid_Bond_Edinburg.pdf

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

Yes

PLEASE REVIEW THE ATTACHED PAYMENT BOND FORM.*

- [L - Payment Bond.pdf](#)

Bid_Bond_Edinburg.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 ...](#)

Affidavit_of_Insurance.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...](#)

Form_of_business.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- [O - Certificate Regarding D...](#)

debarment.pdf

6. Grant Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*

Please download, complete and upload.

- [1. SAM.UEI.Vendor Informati...](#)

SaM.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*

Please download, complete and upload.

- [2. Conflict of Interest Dis...](#)

CIQ_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*

Please download, complete and upload.

- [3. CDBG Affidavit.pdf](#)

affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*

Please download, complete and upload.

- [4. EEO Certification.pdf](#)

EEO.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*

Please download, complete and upload.

- [5. Clean Air & Water Certif...](#)

clean_air_and_water.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*

Please download, complete and upload.

- [6. Non-Lobbying Certificati...](#)

non_lobbying.pdf

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

Please download, complete and upload.

- [7. Non-Collusion Affidavit ...](#)

non_collision.pdf

PLEASE FILL OUT AND SIGN THE DBLS DESIGNATION TO SUPERVISE PAYMENTS.

Please download, complete and upload.

- [Contractor-Subcontractor De...](#)

No response submitted

PLEASE FILL OUT AND SIGN THE ATTACHED APPENDIX II (L) CERTIFICATION.

Please download, complete and upload.

- [Appendix II \(L\) Domestic Pr...](#)

appendix_L.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED DOCUMENT.*

Please download, complete and upload.

- [TGC 2271.002 No Boycott Isr...](#)

Boycott.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED DOCUMENT.*

Please download, complete and upload.

- [TCG 2252 Foreign Terrorist ...](#)

foreign_terrorist.pdf

7. Information Only

PLEASE READ APPLICABLE REGULATIONS - 2 CFR PART 200 APPENDIX II

Please read grant related compliance regulations.

- [APPLICABLE REGULATION 2 CFR...](#)

No response submitted

PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS

Please read grant related compliance regulations.

- [DBLS INFORMATION ONLY.pdf](#)

No response submitted

PLEASE SEE APPLICABLE WAGE DECISION.

Please see applicable wage decision for DBLS compliance.

- [APPLICABLE WAGE DECISION TX...](#)

No response submitted

PLEASE SEE SECTION 3 REQUIREMENTS.

Please read grant related compliance regulations.

- [SECTION 3 INFORMATION ONLY.pdf](#)

No response submitted

PLEASE READ MINORITY-OWNED/WOMEN-OWNED BUSINESSES

Please read grant related information.

- [Minority-Owned, Women-Owned...](#)

No response submitted

PRICE TABLES

DEMOLITION

[8/A BUILDERS LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-13

CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	REMOVE AND DISCARD WOOD POST	1	EA	\$126.00	\$126.00
2	REMOVE AND DISCARD CHAINLINK FENCE	41	LF	\$24.54	\$1,006.14
3	REMOVE AND DISCARD WIRE FENCE	10	LF	\$37.70	\$377.00
4	REMOVE AND DISCARD CONCRETE WALKWAY	19	SY	\$125.63	\$2,386.97
5	REMOVE AND DISCARD EXISTING PUMP SYSTEM W/ 24" COLUMN PIPE	1	LS	\$6,251.00	\$6,251.00
6	REMOVE AND DISCARD EXISTING METAL CANOPY (25'X10')	1	LS	\$10,049.00	\$10,049.00
7	REMOVE AND DISCARD 24" STEEL PIPE	150	LF	\$41.87	\$6,280.50
8	REMOVE AND DISCARD GRATE COVER	2	EA	\$314.00	\$628.00
9	REMOVE AND DISCARD EXISTING CURB AND GUTTER	15	LF	\$41.86	\$627.90
TOTAL					\$27,732.51

SW3P

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	SILT FENCE	473	LF	\$3.98	\$1,882.54
11	CONSTRUCTION ENTRANCE/EXIT	1	EA	\$10,049.00	\$10,049.00
12	SIDEWALK PROTECTION	1	EA	\$2,500.00	\$2,500.00
TOTAL					\$14,431.54

[8/A BUILDERS LLC] RESPONSE DOCUMENT REPORT

Request for Bids - CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

Page 12

PUMP STATION IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	PROPELLER PUMP W/ 150 HP DIESEL ENGINE AND ASSEMBLY	2	EA	\$355,047.00	\$710,094.00
14	30" DI. 45 DEGREE ELBOW	5	EA	\$19,880.00	\$99,400.00
15	30" DI. WYE	1	EA	\$107,457.00	\$107,457.00
16	CONTROL PANEL W/ ELECTRICAL COMPONENTS ASSEMBLY	1	LS	\$44,414.00	\$44,414.00
17	1000 GAL STORAGE DIESEL TANK W/ SPILL CONTAINER	1	EA	\$45,000.00	\$45,000.00
18	12'X5' REINFORCED CONCRETE SLAB	7	SY	\$428.57	\$2,999.99
19	METAL FRAME CANOPY (28'X25')	1	EA	\$15,000.00	\$15,000.00
20	WATER LEVEL 10FT	1	EA	\$2,500.00	\$2,500.00
21	FLOOD GAUGE SIGN	1	EA	\$5,000.00	\$5,000.00
22	5'X5' WELDED GRATE	1	EA	\$2,800.00	\$2,800.00
23	12'X6' WELDED GRATE	1	EA	\$1,500.00	\$1,500.00
24	30" DUCTILE IRON PIPE	180	LF	\$596.97	\$107,454.60
25	6" REINFORCED CONCRETE RIP RAP	50	SY	\$180.00	\$9,000.00
26	ROCK RIP RAP	25	SY	\$502.44	\$12,561.00
27	REINFORCED 4" SIDEWALK CONCRETE	7	SY	\$857.14	\$5,999.98

[8/A BUILDERS LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-13

CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
28	PAINT EXISTING RAIL GUARD	14	LF	\$35.71	\$499.94
29	WOOD POST	1	EA	\$800.00	\$800.00
30	WIRE FENCE	10	LF	\$62.80	\$628.00
31	CHAINLINK FENCE	67	LF	\$52.23	\$3,499.41
32	SWING GATES	2	EA	\$900.00	\$1,800.00
33	REINFORCED CONCRETE DRIVEWAY	79	SY	\$111.30	\$8,792.70
34	FLAP GATE	1	EA	\$8,746.00	\$8,746.00
35	4" ELECTRICAL CONDUIT	20	LF	\$1,000.00	\$20,000.00
36	DEWATERING	1	LS	\$8,000.00	\$8,000.00
TOTAL					\$1,223,946.62

MISCELLANEOUS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
37	MOBILIZATION	1	LS	\$8,000.00	\$8,000.00
38	INSURANCE AND BONDS	1	LS	\$66,126.00	\$66,126.00
39	TRAFFIC CONTROL	1	LS	\$18,842.00	\$18,842.00
40	CONSTRUCTION IDENTIFICATION SIGN	1	EA	\$1,500.00	\$1,500.00

[8/A BUILDERS LLC] RESPONSE DOCUMENT REPORT

Request for Bids - CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

Page 14

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$94,468.00

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:

05/12/2025

Printed Name and Title:

Arnoldo Ochoa, President

Company/Vendor Name:

8/A Builders, LLC

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: 8/A Builders, LLC
(Full, correct legal name)

• Address: 1301 Cedro St., Penitas, TX 78576

• Telephone/Fax: 956-627-1327

• Email address: tx8abuilders@hotmail.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? Mission, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes ___ No X

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

c. State the number of full-time employees at the Edinburg office. 8

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: Arnoldo Ochoa

Address: 1301 Cedro St., Penitas, TX 78576

Telephone: 1301 Cedro St., Penitas, TX 78576

Fax: _____

Email: tx8abuilders@hotmail.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 ☒

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.

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

presswa

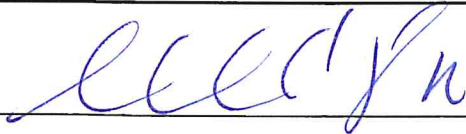
I, Arnoldo Ochoa, the undersigned representative of
8/A Builders, LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Arnoldo Ochoa, President

TYPE/PRINT NAME AND TITLE:

5/12/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Arnoldo Ochoa, the undersigned representative of
8/A Builders, LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

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

Pursuant to Section 2274.001, Texas Government Code:

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Arnoldo Ochoa, President

TYPE/PRINT NAME AND TITLE:

05/12/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Arnoldo Ochoa, the undersigned representative of
8/A Builders, LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

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

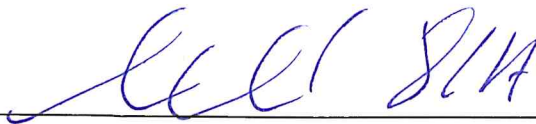
Pursuant to Section 2274.001, Texas Government Code:

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

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

05/13/25

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Arnoldo Ochoa, President

TYPE/PRINT NAME AND TITLE:

05/12/2025

DATE:

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

Reference For: Arnold Salazar

Reference Company Name: Hidalgo County Precinct 3

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

Signature: _____

Printed Name: Arnold J. Salazar

Date: 5/13/2025

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 DEFINITIONS – Section 0700****1.04 BID BOND FORMS**

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

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

STANDARIZED FORMS FOLLOW

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder'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] Address (principal place of business): [Address of Owner's principal place of business]	Bid Project (name and location): [Owner project/contract name, and location of the project] Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ (Full formal name of Bidder)	Surety _____ (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) 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

STATEMENT OF BIDDER'S QUALIFICATIONS

7708 W. Expresswa

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	8/A Builders, LLC		
Corporate Office	N/A		
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:	Arnoldo Ochoa	Phone number:	956-358-1691
Title:	President	Email address:	tx8abuilders@hotmail.com
Business address of local office:	7708 W. Expressway 83, Mission, TX 78572		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	07/06/2004	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

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

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

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

Name:	Arnoldo Ochoa	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 10 mm
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business, if applicable:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ 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	The Texas Comptroller of Public Accounts (CPA)	06/13/2024-06/13/2028
☐ Other		
☐ None		

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ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	N/a	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

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

Year	2025								
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
NCCI	1.16	N/A	N/A						

ARTICLE 5—FINANCIAL

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Merchants Bonding Company		
Surety is a corporation organized and existing under the laws of the state of:	IA		
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):	6700 Westown Parkway, West Des Moines, IA 50266		

Physical Address (principal place of business):	6700 Westown Parkway,		
	West Des Moines, IA 50266		
Phone (main):	1-800-678-8171	Phone (claims):	1-800-678-8171

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)	
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):	1301 Cedro St., Penitas, TX 78576		
Physical Address (principal place of business):	7708 W. Expressway 83, Mission, TX 78572		
Phone (main):	956-686-3888	Phone (claims):	956-686-3888

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:	8
Estimate of revenue for the current year:	4.5 Million
Estimate of revenue for the previous year:	4.5 Million

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

Years of experience with projects like the proposed project:			
As a general contractor:	21	As a joint venturer:	N/A
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: 8/A Builders, LLC

(typed or printed name of organization)

By:

(individual's signature)

Name:

Arnoldo Ochoa
(typed or printed)

Title: President
(typed or printed)

Date: 05/13/2025
(date signed)

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

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: N/A
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

CITY OF EDINBURG

STATEMENT OF
BIDDER'S QUALIFICATIONS

Schedule A—Current Projects

Name of Organization						
Project Owner	Hidalgo County Drainage District #1		Project Name	Canopy fabrication & installation		
General Description of Project	new fabrication and installation of canopy					
Project Cost	39,000.00		Date Project	07/25		
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager
Name	Arnold Ochoa		German Andino			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
	Name		Title/Position	Organization	Telephone	Email
Owner	HCODD1		Omar anzaldua		(956) 292-7080	omar.anzaldua@hcodd1.org
Designer						
Construction Manager						

Project Owner	Hidalgo County		Project Name	Palmer Pavillion	
General Description of Project					
Project Cost	1,200,000.00		Date Project	09/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Arnold Ochoa	German Andino	n/a	n/a	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County	Arnold Flores / Chief Admin		956-787-1891	arnoldo.flores@co.hidalgo.tx.us
Designer					
Construction Manager					

Project Owner	Hidalgo County		Project Name	Veterans Memorial Pavilion and Smokehouse	
General Description of Project					
Project Cost	1,600,000.00		Date Project	06/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Arnold Ochoa	Alex Ochoa	n/A	n/a	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County	Arnold Salazar		956-585-4509	arnold.salazar@co.hidalgo.tx.us
Designer					
Construction Manager					

CITY OF EDINBURG

STATEMENT OF
BIDDER'S QUALIFICATIONS

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	City of Edinburg		Project Name	New Restroom Facilities to Bicentennial, Memorial & Frontier Parks	
General Description of Project	1 Remodel and 2 completely new restrooms				
Project Cost			Date Project	4/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Alex Ochoa	Ricardo Lopez	n/a		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Edinburg	Alicia Carmona Engineer III			acarmona@cityofedinburg.com
Designer					
Construction Manager					

Project Owner	City of Edinburg		Project Name	PD Communications Department Renovation	
General Description of Project	Remodel of Communications Department				
Project Cost	\$7,000.00		Date Project	04/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Alex Ochoa	Ricardo Lopez	n/a	n/a	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Edinburg	Elias Martinez Communications Manager			elmartinez@cityofedinburg.com
Designer					
Construction Manager					

Project Owner	US Customs Border Protection		Project Name	Falfurrias Checkpoint Storage Vault Ceiling Upgrade	
General Description of Project	Demo, Concrete, Structure Steel Columns, Thermal & Moisture Protection, Openings, Finishes, HVAC, Electrical				
Project Cost	172,256.27		Date Project	2/16/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Alex Ochoa	Alex Ochoa	n/a	n/a	
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	Gonzalo Rodriguez	Construction Assistant Project Manager	SAMES, Inc.	956-702-8880	grodriquez@samengineering-surveying.com

CITY OF EDINBURG

STATEMENT OF
BIDDER'S QUALIFICATIONS

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	Mission Consolidated Independent School District	Project Name	MCISD -Bryan ES, Castro ES, Cavazos ES, Midkiff ES, and Salinas ES		
General Description of Project	Security Vestibules Metal Framing, Finish Carpentry, Thermal and Moisture Protection, HMD&F, Aluminum Framed Storefronts, Acoustical Ceiling Panels, Resilient Tile, Paint, Mechanical, Electrical, Communications				
Project Cost	\$518,000.00	Date Project	06-01-2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Alex Ochoa	Alex Ochoa	n/a	n/a	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ricardo Rivera	Asst. Super. for Operations	MCISD	956-207-9938	rriver49@mcisd.org
Designer	David Iglesias	Principal	PBK Architects, Inc.	956-687-1330 ext. 202	david.iglesias@pbk.com
Construction Manager	Adrian Hernandez	Director of Maintenance	MCISD	956-578-5057	adrian.hernandez@mcisd.org

Project Owner	Hidalgo County Sheriff's Office	Project Name	Sheriff's Office West Parking Lot		
General Description of Project	Parking Lot-Asphalt, Paving, Electrical Light poles, Sidewalks, Headwalls, Sign-age				
Project Cost	491,694.32	Date Project	11/06/2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Alex Ochoa	Ricardo Lopez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rogelio Mendez	Lieutenant IV Division Admin	Hidalgo County Sheriff's Office	956-393-6005	roy.mendez@hidalgo.org
Designer	Eddie Ramirez	Construction Manager	GDJ Engineering	956-642-7933	eddie@GDJeng.com
Construction Manager	Same as Designer				

Project Owner	Hidalgo County Precinct # 2	Project Name	Regional Linear Park Phase II Hike & Bike Trail		
General Description of Project	Landscaping and Irrigation Work including exercise equipment areas and rest areas with canopy, paving, water fountain, bike rack, bench, and trash can				
Project Cost	363,425.76	Date Project	10/17/2022		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Arnoldo Ochoa	Joel Barrientos	n/a	n/a	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Garcia	Director of Field Operations	Hidalgo County	956-787-1891 ext. 2013	roy.garcia@co.hidalgo.tx.us
Designer			L & G Engineering		
Construction Manager	Stanley Ramos	Senior Construction Super.	B2Z Engineering	956-585-3773	stanley@b2zeng.com

Schedule C—Key Individuals

Project Manager			
Name of individual		Alejandro Ochoa	
Years of experience as project manager		3	
Years of experience with this organization		2	
Number of similar projects as project manager		6	
Number of similar projects in other positions		8	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Hidalgo County Drainage D1		100%	7/30/2025
Veterans Memorial Pavilion and Smokehouse		100%	6/30/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	David Iglesias	Name	Tim Zellner
Title/Position	Principal	Title/Position	Construction Superintendent
Organization	PBK Architects, Inc.	Organization	Hinton Construction
Telephone	956-687-1330 ext. 202	Telephone	
Email	David.Iglesias@pbk.com	Email	t.zeller@hintoncc.com
Project	MCISD Security Vestibules	Project	Denver Colfax Multi-Family
Candidate's role on project	Project Manager	Candidate's role on project	Project Engineer
Project Superintendent			
Name of individual		German Andino	
Years of experience as project superintendent		7	
Years of experience with this organization		3 months	
Number of similar projects as project superintendent		6	
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
Veterans Memorial Pavilion and Smokehouse		100%	06/30/2025
Hidalgo County Drainage District #1		100%	7/30/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Abilio Vela	Name	Mario Montemayor
Title/Position	Owner	Title/Position	Owner
Organization	Topcon Inc	Organization	Rio Comfort Mechanical
Telephone	956-369-4031	Telephone	956-227-0787
Email	abiliovela@topconinc.com	Email	
Project	Tex-Best -Uvalde, TX	Project	Bert Ogden - Harlingen
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Safety Manager N/A			
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 n/a			
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 #)
Mini excavator	✓	
Mini excavator	✓	
Skid Steer	✓	
Skid Steer	✓	
Skytrak Telehandler	✓	

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

[illegible]**BIDDER**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS

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

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

Arnoldo Ochoa

[Affiant]

, who

being by me duly sworn on his oath stated that he is President, of
[Title]8/A Builders, LLC

[Contractor's Company Name]

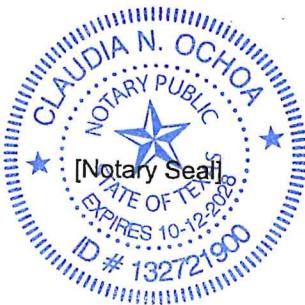
the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of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



[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 5/13/2025

[Date]

Claudio N. Ochoa

Notary Public in and for the State of TEXAS

CLAUDIA N OCHOA

[Print or type Notary Public name]

My Commission Expires: 10-12-2028

[Expiration Date]

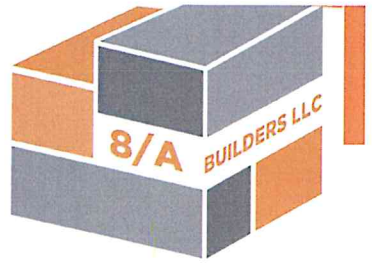
END OF DOCUMENT

8/A Builders, LLC
Arnoldo Ochoa

7706 W. EXPRESSWAY 83, MISSION, TX 78572

(O) 956.627.1327 (C) 956.358.1691

TX8ABUILDERS@HOTMAIL.COM



May 13th 2025.

City of Edinburg

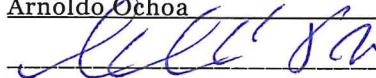
415 W. University Drive

Edinburg, Texas 78539

Dear City of Edinburg:

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.

Arnoldo Ochoa Printed name

 Signature

President _____ Position in bidding company

May 13th 2025 Date



CITY OF EDINBURG NON-BRIBERY MODEL FORM

[Bidder's letterhead]

[Date]

[Name and address]

Dear [Name of Owner] :

The undersigned party certifies that [Name of bidding company] 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.

Printed name

Signature

Position in bidding company

Date

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
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
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
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]**

CITY OF EDINBURG

EQUIPMENT & MATERIAL SUPPLIERS LIST

Executed this: 13th Day of : May 20.25

By: Arnold Ochoa

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this:

Claudia N. Ochoa

NOTARY PUBLIC



END OF SECTION

FORM OF BUSINESS

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

Corporation:

Corporate Name: _____
State of Incorporation: _____
Mailing Address: _____

- 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: 8/A Builders, LLC- Arnoldo Ochoa, President
Mailing Address: 1301 Cedro St., Penitas, TX 78576

- 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.*

Arnoldo Ochoa, President

[Typed Name and Title of Authorized Representative]


[Signature of Authorized Representative]

05/12/2025

[Typed Date]

END OF DOCUMENT

Document 00640

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

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

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

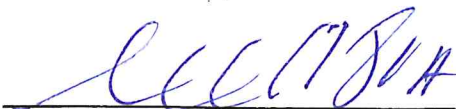
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

8/A Builders, LLC

[Typed Name of Company:]

Arnoldo Ochoa, President

[Typed Name & Title of Authorized Representative]


[Signature of Authorized Representative]

05/12/2025

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
☒ Yes ☐ No

2. If so, please provide you organizations **Unique Entity ID (UEI#)**: XN6NRQ297659

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

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

What is the UEI?

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

How do I register with SAM?

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



CONFLICT OF INTEREST

DISCLOSURE

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

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

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

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:

05/12/2025

Company/Vendor Name:

8/A Builders, LLC

Printed Name and Title:

Arnoldo Ochoa, President

Authorized Signatory:





**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST**

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

24 CFR Part 570.611 (b) Conflicts prohibit. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

24 CFR Part 570.611 (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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:

05/12/2025

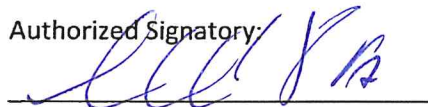
Printed Name and Title:

Arnoldo Ochoa, President

Company/Vendor Name:

8/A Builders, LLC

Authorized Signatory:



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: Arnoldo Ochoa

Address and Zip Code: 1301 Cedro St., Penitas, TX 78576

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

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

Arnoldo Ochoa, President

(Name and Title of Signer – please type)

Signature

05/12/2025

Date

HUD 4238

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

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

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

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

Arnoldo Ochoa

NAME

SIGNATURE

President

TITLE

05/12/2025

DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

Arnoldo Ochoa, being the first duly sworn, deposes and says that:

1. He/she is President 8/A Builders, LLC
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;

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

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

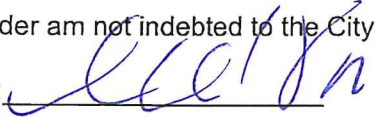
4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham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

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

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

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

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

Signature: 

Date: 05/12/2025

Title: President

CITY OF EDINBURG COMMUNITY DEVELOPMENT/GRANTS MANAGEMENT/ DEPT.
**CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR
DESIGNATING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES**

Project Name: CDBG-DR 2018 Floods Chapin Pumps
Rehabilitation Drainage Improvements Project Date: 05/12/2025

Location: _____ Project No.: CDBG-DR 2018

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for General Construction in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

Type text here, whose signature appears below, to supervise the payment

of (my) (our) employees beginning _____, 20____: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

(Signature of Appointee)

(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature)

(Title)

(Signature)

(Title)

(Signature)

(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

2 CFR Part 200, Appendix II (L)
200.322 Domestic Preference for Procurements

Applicability to Contracts

Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to this rule, when federal funds are expended the vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The bidder or offeror hereby certifies that it will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The bidder further certifies that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award.

Date: 5/12/2025

Signature: 

Company Name: 8/A Builders, LLC

Title: President

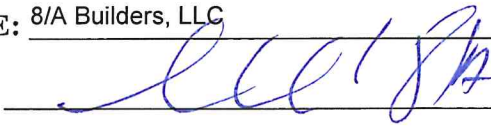
CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: 8/A Builders, LLC

SIGNED BY: 

Print Name & Title: Arnoldo Ochoa, President

Date Signed: 05/12/2025

The following definitions apply to this state statute:

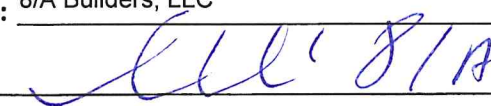
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled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

(2) "Company" means a for-profit 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 business associations that exists to make a profit.

By signing below, Contractor hereby certifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☒ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: 8/A Builders, LLC

SIGNED BY: 

Print Name & Title: Arnoldo Ochoa

Date Signed: 05/12/2025

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2252

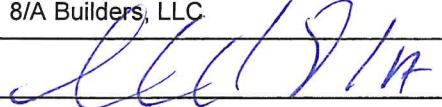
Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153.

The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

By signing below, I certify that I am an adult over the age of eighteen (18) years of age and that pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, **the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended.**

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Edinburg.

Print Company Name: 8/A Builders, LLC
Signed By: 
Title: President
Date Signed: 05/12/2025

BID BOND (PENAL SUM FORM)

Bond Number: 498493

Bidder Name: 8/A Builders LLC Address (principal place of business): 1301 Cedro Street Penitas, TX 78576	Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): 6700 Westown Parkway West Des Moines, IA 50266
Owner Name: City of Edinburg Address (principal place of business): 415 W University Dr. Edinburg, Texas 78539	Bid Project (name and location): CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project Bid Due Date: May 13, 2025
Bond Penal Sum: Five Percent of the Greatest Amount Bid (\$ 5% G.A.B) Date of Bond: May 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 8/A Builders LLC (Full formal name of Bidder)	Surety Merchants Bonding Company (Mutual) (Full formal name of Surety) (corporate seal)
By: <u>[Signature]</u> (Signature)	By: <u>[Signature]</u> (Signature) (Attach Power of Attorney)
Name: <u>AROLDO OLIVERA</u> (Printed or typed)	Name: <u>Russ Frenzel</u> (Printed or typed)
Title: <u>PRESIDENT</u>	Title: <u>Attorney-in-Fact</u>
Attest: _____ (Signature)	Attest: <u>[Signature]</u> (Signature)
Name: _____ (Printed or typed)	Name: <u>Agathe Baluti</u> (Printed or typed)
Title: _____	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

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

END OF SECTION

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brady K Cox; Brent Baldwin; Brock Baldwin; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristi Dale; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 Companies have caused this instrument to be signed and sealed this 9th day of January, 2025



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

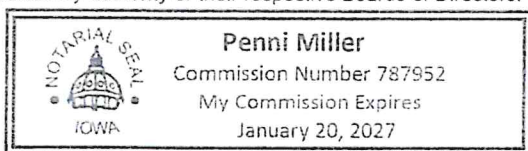
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of January, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of May, 2025



Elisabeth Sandersfeld

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

8/A Builders, LLC
Mission, TX United States

Certificate Number:
2025-1308724

Date Filed:
05/13/2025

Date Acknowledged:

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.

CDBG-DR 2018
Floods Chapin Pumps Rehabilitation Drainage Improvements Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ochoa, Arnoldo	Mission, TX United States		X

5 Check only if there is NO Interested Party. ☐

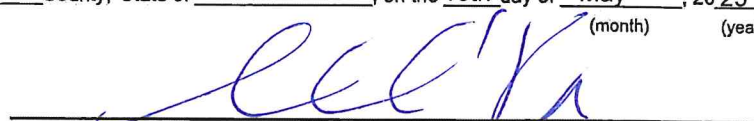
6 UNSWORN DECLARATION

My name is Arnoldo Ochoa, and my date of birth is 08/01/1972.

My address is 1301 Cedro St., Penitas, TX, 78576, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 13th day of May, 2025.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

8/A Builders, 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

05/13/2025

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2025

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 Shepard Insurance Group 5801 N 10th St Suite 600 McAllen TX 78504		CONTACT NAME: Karla Lofton PHONE (A/C, No, Ext): (956) 686-3888 E-MAIL ADDRESS: Karla.Lofton@relationinsurance.com FAX (A/C, No):	
INSURED 8A Builders, LLC 7706 Expressway 83 Mission TX 78572		INSURER(S) AFFORDING COVERAGE INSURER A: Maxum Indemnity Company INSURER B: Evanston Insurance Company INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 26743 35378 22945	

COVERAGES **CERTIFICATE NUMBER:** 25/26 Corrected Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			BDG310383801	02/02/2025	02/02/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			EZXS3188388	02/02/2025	02/02/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	☐ OCCUR ☐ CLAIMS-MADE						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	0002057968	02/03/2025	02/03/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

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

General Liability - Policy includes Blanket Additional Insured as per form E1430; Blanket Waiver of Subrogation as per form E919; Blanket Primary and noncontributory as per form E921; Aggregate Limits of Insurance (Per Project) as per form E906

Workers Compensation: Policy includes Blanket Waiver of Subrogation as per form WC4203B

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLEXIBLE BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR WRITTEN PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE POLICY

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to SECTION II - WHO IS AN INSURED

Flexible Blanket Additional Insured As Required By Written Contract, Written Agreement Or Written Permit

Any person(s) or organization(s) are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person(s) or organization(s) be added as an additional insured on your Commercial General Liability Coverage Policy

The insurance afforded to any additional insured under this endorsement applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- a. During the policy period; and
- b. Subsequent to the commencement of performance under the written contract, written agreement, or issuance of the written permit; and
- c. Before the expiration of the time period that the written contract, written agreement or written permit requires such insurance be provided to the additional insured, and if no such time period is specified in the contract, agreement, or permit, then before the expiration of two years from the date "your work" under such written contract, written agreement or written permit is complete; and
- d. Only to the extent permitted by law.
- e. Will not be broader than that which the written contract, written agreement or written permit requires.

However, the insurance provided to the additional insured by this endorsement does not apply to "bodily injury", "property damage" or "personal and advertising injury" included in the "products-completed operations hazard", unless the written contract, written agreement or written permit specifically requires such coverage be provided for the additional insured.

Such person(s) or organization(s) is an additional insured under the Products/Completed Operations Liability Coverage Policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" as described in Paragraph (1), (2), or (3) below, whichever applies:

- (1) If the written contract, written agreement or written permit specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured - Owners, Lessees Or Contractors endorsement CG 20 10 11 85, Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, Additional Insured - Owners, Lessees Or Contractors - Completed Operations endorsement CG 20 37 10 01; or both of such endorsements with any of the aforementioned editions dates;then such person or organization is an additional insured, but only with respect to liability arising out of "your work" to which the written contract, written agreement or written permit applies; or
- (2) If the written contract, written agreement or written permit specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization endorsement CG 20 10 07 04, CG 20 10 04 13, or CG 20 10 12 19, the Additional Insured - Owners,

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Lessees Or Contractors - Completed Operations endorsement CG 20 37 07 04, CG 20 37 04 13 or CG 20 37 12 19, or both of such endorsements with any of the aforementioned edition dates; or

(b) Either or both of the following:

- (i) The Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization endorsement CG 20 10; or
- (ii) The Additional Insured -Owners, Lessees Or Contractors - Completed Operations endorsement CG 20 37,

without an edition date of such endorsement specified in the written contract, written agreement, or written permit; then such person or organization is an additional insured, but only with respect to liability caused, in whole or in part, by "your work" to which the written contract, written agreement or written permit applies; or

- (3) If neither Paragraph (1) nor (2) above applies, then the person or organization is an additional insured only if, and to the extent that, the injury or damage is caused in whole or in part by "your work" to which the written contract, written agreement or written permit applies.

B. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusions apply:

- (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, by any insured including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs (1)(a) or (1)(b) above.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the lesser of:

- a. The minimum amount of insurance required by the written contract or written agreement you have entered into with the additional insured; or
- b. The applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the

Declarations. All other terms and conditions in the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

LIABILITY DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is agreed:

1. From the total amount of the Company's obligation to pay either "damages" on behalf of the Insured, or any expenses incurred under the SUPPLEMENTARY PAYMENTS, or Coverages A and B provision, there shall be subtracted the deductible amounts stated in the schedule below as applicable to such coverages.
2. The deductible amount stated in the schedule applies as follows:
 - (a) **PER-CLAIM BASIS** - If the deductible is on a per claim basis, the deductible amount applies under Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all payments made ("damages" or expenses) because of "bodily injury" sustained by one person, or to all "property damage" sustained by one person or organization, as the result of any one "occurrence."
 - (b) **PER-OCCURRENCE BASIS** - If the deductible is on a per "occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all payments made ("damages" or expenses) because of all "bodily injury" or "property damage" as the result of any one "occurrence."
3. The terms of the policy, including with respect to (a) the Company's rights and duties with respect to the defense of "suits" and (b) the Insured's duties in the event of an "occurrence," apply irrespective of the application of the deductible amount.
4. The Company may pay any part of or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, the Named Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

5. In the event that the insured shall not promptly reimburse the company for the deductible amount demanded, then any cost incurred by the Company in collection of the deductible amount shall be added to and applied in addition to the applicable deductible amount without limitation to such costs. These costs shall include but not be limited to collection agency fees, attorney's fees and interest.

SCHEDULE

Bodily Injury Liability		Per "occurrence"
Property Damage Liability		Per "occurrence"
Bodily Injury Liability and Property Damage Liability Combined		Per "occurrence"

Bodily Injury Liability		Per "claim"
Property Damage Liability		Per "claim"
Bodily Injury Liability and Property Damage Liability Combined	\$1,000	Per "claim"

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a "bodily injury" or "personal and advertising injury," or who claims to have sustained "property damage."

*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION - DESCRIBED HAZARDS - WRECKING OF BUILDINGS

This insurance does not apply to:

A. "Bodily injury," "property damage," or "personal and advertising injury" :

1. Arising from the use of explosives or explosive devices;
2. Arising from the use of ball and chain or similar apparatus; or
3. To any underground property, and/ or resultant damage or injury to persons or property.

B. "Property damage":

1. Caused by the collapse of, or structural damage to, any building or structure due to grading of land, excavation, burrowing, filling, tunneling, pile driving, cofferdam or caisson work, moving, shoring or underpinning, raising, or rebuilding of any building or part thereof; or
2. To an abutting wall, adjoining wall, common, or party wall.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION - DEMOLITION OF BUILDINGS IN EXCESS OF THREE STORIES

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" arising out of demolition of any building or structure of more than three stories above ground level.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

AMENDMENT - AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

The General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you.

Notwithstanding the application of the General Aggregate Limit to each of your projects, under no circumstances will we pay more than \$5,000,000 for all claims under this policy that are subject to the General Aggregate Limit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

**CONDITIONAL COVERAGE – SUBCONTRACTORS AND
INDEPENDENT CONTRACTORS**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS of this policy is amended to include:

Additional Conditions – Certificates of Insurance – Reduction of Damage and Expense Limits of Insurance

- a. You must obtain from all subcontractors or independent contractors, prior to commencement of any work performed for you or on your behalf by that subcontractor or independent contractor, Certificates of Insurance evidencing:
- (1) Commercial General Liability coverage with limits of insurance that are equal to or greater than the limits afforded by this policy; and
 - (2) Specifying that you are named as an Additional Insured on that subcontractor's or independent contractor's General Liability policy, either by endorsement or by written contract, for such coverages and limits as required in condition (1) above

If at the time of an "occurrence" involving a subcontractor or independent contractor, any of the above conditions are not met with regard to such subcontractor or independent contractor, then **SECTION III - LIMITS OF INSURANCE** to the contrary notwithstanding, the most we will pay under all applicable limits and the aggregate total of all occurrence and aggregate limits of insurance of whatever kind or description otherwise provided by this policy is reduced to a combined limit of insurance of **\$100,000** for all Damages, Defense Costs, Claims Expenses, and/or Supplementary Payments for all insureds for "bodily injury", "property damage", and "personal and advertising injury" arising out of, caused by, or resulting from any covered acts of such independent contractor or subcontractor working for you or on your behalf.

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All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of or resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", but only if:

1. Such requirement forms a part of a written contract; and
2. The written contract was executed by all parties prior to any "occurrence", loss, or claim to which this insurance applies.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective* **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
PRIMARY AND NON-CONTRIBUTORY**

If any of the endorsements below are attached to this policy, coverage provided by the additional insured endorsement is amended to be afforded on a primary, non-contributory or primary and non-contributory basis when and as agreed to in writing in a contract or agreement between you and the additional insured.

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization (CG 20 10)

Additional Insured – State Or Political Subdivisions – Permits (CG 20 12)

Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You (CG 20 33)

Blanket Additional Insured – Owners, Lessees or Contractors (E1223)

Flexible Blanket Additional Insured As Required By Written Contract, Written Agreement or Written Permit (E1430)

Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You (CG2038)

Other: (Specify title and form number)



Claims Reporting

All claims should be reported immediately. It is imperative that Maxum receive notice of a claim as soon as possible.

Claims can either be reported directly to Maxum or to your agent for processing.

All legal notices should be sent by fax or overnight mail. Many states have limited time frames to file a responsive pleading, thus requiring overnight mail.

If you want to report directly to Maxum, please use one of the methods listed below and include the following information:

1. Name of the insured
2. Policy number and policy dates
3. Date of the loss
4. Detailed description of how and where loss occurred
5. Names, address, home and cell phone numbers of all persons involved
6. Business, home and cell phone numbers of insured
7. Police department name and case number, if reported to police
8. Detailed description of injury or damages

Claims can be reported in the following ways:

1. E - mail

Email to: claims6@thehartford.com

2. Fax

Address to: Claims Department and send fax to (678) 597-4501

3. Phone

Toll Free: (800) 598-6324

4. U.S. Mail

Address to:
Claims Department
Maxum Indemnity Company
1 Hartford Plaza
Hartford, CT 06155



PRODUCER COMPENSATION NOTICE

You can review and obtain information on Maxum's producer compensation practices at www.thehartford.com or at 1-800-592-5717.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective* 2/2/2025 at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
PRIMARY AND NON-CONTRIBUTORY**

If any of the endorsements below are attached to this policy, coverage provided by the additional insured endorsement is amended to be afforded on a primary, non-contributory or primary and non-contributory basis when and as agreed to in writing in a contract or agreement between you and the additional insured.

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization (CG 20 10)

Additional Insured – State Or Political Subdivisions – Permits (CG 20 12)

Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You (CG 20 33)

Blanket Additional Insured – Owners, Lessees or Contractors (E1223)

Flexible Blanket Additional Insured As Required By Written Contract, Written Agreement or Written Permit (E1430)

Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You (CG2038)

Other: (Specify title and form number)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of or resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", but only if:

1. Such requirement forms a part of a written contract; and
2. The written contract was executed by all parties prior to any "occurrence", loss, or claim to which this insurance applies.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

AMENDMENT - AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

The General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you.

Notwithstanding the application of the General Aggregate Limit to each of your projects, under no circumstances will we pay more than \$5,000,000 for all claims under this policy that are subject to the General Aggregate Limit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

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

2. Operations: All Texas operations

3. Premium:

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

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/3/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002057968 of Texas Mutual Insurance Company effective on 2/3/25

Issued to: 8A Builders, LLC

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

1/30/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2025

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 Shepard Insurance Group 5801 N 10th St Suite 600 McAllen TX 78504	CONTACT NAME: Karla Lofton PHONE (A/C, No, Ext): (956) 686-3888 E-MAIL ADDRESS: Karla.Lofton@relationinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Maxum Indemnity Company INSURER B: Evanston Insurance Company INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:
INSURED 8A Builders, LLC 7706 Expressway 83 Mission TX 78572	NAIC # 26743 35378 22945

COVERAGES CERTIFICATE NUMBER: 25/26 Corrected Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			BDG310383801	02/02/2025	02/02/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE			EZXS3188388	02/02/2025	02/02/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A		0002057968	02/03/2025	02/03/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

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

General Liability - Policy includes Blanket Additional Insured as per form E1430; Blanket Waiver of Subrogation as per form E919; Blanket Primary and noncontributory as per form E921; Aggregate Limits of Insurance (Per Project) as per form E906

Workers Compensation: Policy includes Blanket Waiver of Subrogation as per form WC4203B

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg
415 W. University Dr.

Edinburg

TX 78539

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLEXIBLE BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR WRITTEN PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE POLICY

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to SECTION II - WHO IS AN INSURED

Flexible Blanket Additional Insured As Required By Written Contract, Written Agreement Or Written Permit

Any person(s) or organization(s) are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person(s) or organization(s) be added as an additional insured on your Commercial General Liability Coverage Policy

The insurance afforded to any additional insured under this endorsement applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- a. During the policy period; and
- b. Subsequent to the commencement of performance under the written contract, written agreement, or issuance of the written permit; and
- c. Before the expiration of the time period that the written contract, written agreement or written permit requires such insurance be provided to the additional insured, and if no such time period is specified in the contract, agreement, or permit, then before the expiration of two years from the date "your work" under such written contract, written agreement or written permit is complete; and
- d. Only to the extent permitted by law.
- e. Will not be broader than that which the written contract, written agreement or written permit requires.

However, the insurance provided to the additional insured by this endorsement does not apply to "bodily injury", "property damage" or "personal and advertising injury" included in the "products-completed operations hazard", unless the written contract, written agreement or written permit specifically requires such coverage be provided for the additional insured.

Such person(s) or organization(s) is an additional insured under the Products/Completed Operations Liability Coverage Policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" as described in Paragraph (1), (2), or (3) below, whichever applies:

- (1) If the written contract, written agreement or written permit specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured - Owners, Lessees Or Contractors endorsement CG 20 10 11 85, Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, Additional Insured - Owners, Lessees Or Contractors - Completed Operations endorsement CG 20 37 10 01; or both of such endorsements with any of the aforementioned editions dates;then such person or organization is an additional insured, but only with respect to liability arising out of "your work" to which the written contract, written agreement or written permit applies; or
- (2) If the written contract, written agreement or written permit specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization endorsement CG 20 10 07 04, CG 20 10 04 13, or CG 20 10 12 19, the Additional Insured - Owners,

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Lessees Or Contractors - Completed Operations endorsement CG 20 37 07 04, CG 20 37 04 13 or CG 20 37 12 19, or both of such endorsements with any of the aforementioned edition dates; or

(b) Either or both of the following:

(i) The Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization endorsement CG 20 10; or

(ii) The Additional Insured -Owners, Lessees Or Contractors - Completed Operations endorsement CG 20 37,

without an edition date of such endorsement specified in the written contract, written agreement, or written permit; then such person or organization is an additional insured, but only with respect to liability caused, in whole or in part, by "your work" to which the written contract, written agreement or written permit applies; or

(3) If neither Paragraph (1) nor (2) above applies, then the person or organization is an additional insured only if, and to the extent that, the injury or damage is caused in whole or in part by "your work" to which the written contract, written agreement or written permit applies.

B. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusions apply:

(1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, by any insured including:

(a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs (1)(a) or (1)(b) above.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the lesser of:

- a. The minimum amount of insurance required by the written contract or written agreement you have entered into with the additional insured; or
- b. The applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the

Declarations. All other terms and conditions in the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

LIABILITY DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is agreed:

1. From the total amount of the Company's obligation to pay either "damages" on behalf of the Insured, or any expenses incurred under the SUPPLEMENTARY PAYMENTS, or Coverages A and B provision, there shall be subtracted the deductible amounts stated in the schedule below as applicable to such coverages.
2. The deductible amount stated in the schedule applies as follows:
 - (a) **PER-CLAIM BASIS** - If the deductible is on a per claim basis, the deductible amount applies under Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all payments made ("damages" or expenses) because of "bodily injury" sustained by one person, or to all "property damage" sustained by one person or organization, as the result of any one "occurrence."
 - (b) **PER-OCCURRENCE BASIS** - If the deductible is on a per "occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all payments made ("damages" or expenses) because of all "bodily injury" or "property damage" as the result of any one "occurrence."
3. The terms of the policy, including with respect to (a) the Company's rights and duties with respect to the defense of "suits" and (b) the Insured's duties in the event of an "occurrence," apply irrespective of the application of the deductible amount.
4. The Company may pay any part of or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, the Named Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

5. In the event that the insured shall not promptly reimburse the company for the deductible amount demanded, then any cost incurred by the Company in collection of the deductible amount shall be added to and applied in addition to the applicable deductible amount without limitation to such costs. These costs shall include but not be limited to collection agency fees, attorney's fees and interest.

SCHEDULE

Bodily Injury Liability		Per "occurrence"
Property Damage Liability		Per "occurrence"
Bodily Injury Liability and Property Damage Liability Combined		Per "occurrence"

Bodily Injury Liability		Per "claim"
Property Damage Liability		Per "claim"
Bodily Injury Liability and Property Damage Liability Combined	\$1,000	Per "claim"

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a "bodily injury" or "personal and advertising injury," or who claims to have sustained "property damage."

*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION - DESCRIBED HAZARDS - WRECKING OF BUILDINGS

This insurance does not apply to:

A. "Bodily injury," "property damage," or "personal and advertising injury" :

1. Arising from the use of explosives or explosive devices;
2. Arising from the use of ball and chain or similar apparatus; or
3. To any underground property, and/ or resultant damage or injury to persons or property.

B. "Property damage":

1. Caused by the collapse of, or structural damage to, any building or structure due to grading of land, excavation, burrowing, filling, tunneling, pile driving, cofferdam or caisson work, moving, shoring or underpinning, raising, or rebuilding of any building or part thereof; or
2. To an abutting wall, adjoining wall, common, or party wall.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION - DEMOLITION OF BUILDINGS IN EXCESS OF THREE STORIES

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" arising out of demolition of any building or structure of more than three stories above ground level.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

AMENDMENT - AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

The General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you.

Notwithstanding the application of the General Aggregate Limit to each of your projects, under no circumstances will we pay more than \$5,000,000 for all claims under this policy that are subject to the General Aggregate Limit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of or resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", but only if:

1. Such requirement forms a part of a written contract; and
2. The written contract was executed by all parties prior to any "occurrence", loss, or claim to which this insurance applies.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective* **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
PRIMARY AND NON-CONTRIBUTORY**

If any of the endorsements below are attached to this policy, coverage provided by the additional insured endorsement is amended to be afforded on a primary, non-contributory or primary and non-contributory basis when and as agreed to in writing in a contract or agreement between you and the additional insured.

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization (CG 20 10)

Additional Insured – State Or Political Subdivisions – Permits (CG 20 12)

Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You (CG 20 33)

Blanket Additional Insured – Owners, Lessees or Contractors (E1223)

Flexible Blanket Additional Insured As Required By Written Contract, Written Agreement or Written Permit (E1430)

Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You (CG2038)

Other: (Specify title and form number)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

**CONDITIONAL COVERAGE – SUBCONTRACTORS AND
INDEPENDENT CONTRACTORS**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS of this policy is amended to include:

Additional Conditions – Certificates of Insurance – Reduction of Damage and Expense Limits of Insurance

- a. You must obtain from all subcontractors or independent contractors, prior to commencement of any work performed for you or on your behalf by that subcontractor or independent contractor, Certificates of Insurance evidencing:
- (1) Commercial General Liability coverage with limits of insurance that are equal to or greater than the limits afforded by this policy; and
 - (2) Specifying that you are named as an Additional Insured on that subcontractor's or independent contractor's General Liability policy, either by endorsement or by written contract, for such coverages and limits as required in condition (1) above

If at the time of an "occurrence" involving a subcontractor or independent contractor, any of the above conditions are not met with regard to such subcontractor or independent contractor, then **SECTION III - LIMITS OF INSURANCE** to the contrary notwithstanding, the most we will pay under all applicable limits and the aggregate total of all occurrence and aggregate limits of insurance of whatever kind or description otherwise provided by this policy is reduced to a combined limit of insurance of **\$100,000** for all Damages, Defense Costs, Claims Expenses, and/or Supplementary Payments for all insureds for "bodily injury", "property damage", and "personal and advertising injury" arising out of, caused by, or resulting from any covered acts of such independent contractor or subcontractor working for you or on your behalf.

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All other terms and conditions remain unchanged.



Claims Reporting

All claims should be reported immediately. It is imperative that Maxum receive notice of a claim as soon as possible.

Claims can either be reported directly to Maxum or to your agent for processing.

All legal notices should be sent by fax or overnight mail. Many states have limited time frames to file a responsive pleading, thus requiring overnight mail.

If you want to report directly to Maxum, please use one of the methods listed below and include the following information:

1. Name of the insured
2. Policy number and policy dates
3. Date of the loss
4. Detailed description of how and where loss occurred
5. Names, address, home and cell phone numbers of all persons involved
6. Business, home and cell phone numbers of insured
7. Police department name and case number, if reported to police
8. Detailed description of injury or damages

Claims can be reported in the following ways:

1. E - mail

Email to: claims6@thehartford.com

2. Fax

Address to: Claims Department and send fax to (678) 597-4501

3. Phone

Toll Free: (800) 598-6324

4. U.S. Mail

Address to:
Claims Department
Maxum Indemnity Company
1 Hartford Plaza
Hartford, CT 06155



PRODUCER COMPENSATION NOTICE

You can review and obtain information on Maxum's producer compensation practices at www.thehartford.com or at 1-800-592-5717.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective* **2/2/2025** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3103838-01** issued to **8A Builders, LLC** by Maxum Indemnity Company.

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PRIMARY AND NON-CONTRIBUTORY**

If any of the endorsements below are attached to this policy, coverage provided by the additional insured endorsement is amended to be afforded on a primary, non-contributory or primary and non-contributory basis when and as agreed to in writing in a contract or agreement between you and the additional insured.

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization (CG 20 10)

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The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of or resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", but only if:

1. Such requirement forms a part of a written contract; and
2. The written contract was executed by all parties prior to any "occurrence", loss, or claim to which this insurance applies.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

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

2. Operations: All Texas operations

3. Premium:

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

4. Advance Premium: Included, see Information Page

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(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 2/3/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002057968 of Texas Mutual Insurance Company effective on 2/3/25

Issued to: 8A Builders, LLC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

1/30/25

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:

05/12/2025

Printed Name and Title:

Arnoldo Ochoa, President

Company/Vendor Name:

8/A Builders, LLC

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: 8/A Builders, LLC
(Full, correct legal name)
- Address: 1301 Cedro St., Penitas, TX 78576
 - Telephone/Fax: 956-627-1327
 - Email address: tx8abuilders@hotmail.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? Mission, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes ___ No X

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

c. State the number of full-time employees at the Edinburg office. 8

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: Arnoldo Ochoa
Address: 1301 Cedro St., Penitas, TX 78576
Telephone: 1301 Cedro St., Penitas, TX 78576
Fax: _____
Email: tx8abuilders@hotmail.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 ☒

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.

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

presswa

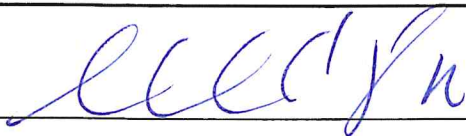
I, Arnoldo Ochoa, the undersigned representative of
8/A Builders, LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Arnoldo Ochoa, President

TYPE/PRINT NAME AND TITLE:

5/12/2025

DATE:

SENATE BILL 13 VERIFICATION

I, Arnoldo Ochoa, the undersigned representative of
8/A Builders, LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

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

Pursuant to Section 2274.001, Texas Government Code:

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Arnoldo Ochoa, President

TYPE/PRINT NAME AND TITLE:

05/12/2025

DATE:

SENATE BILL 19 VERIFICATION

I, Arnoldo Ochoa, the undersigned representative of
8/A Builders, LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

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

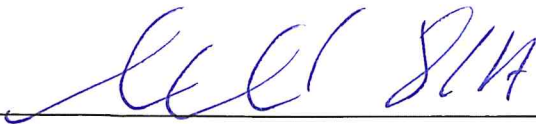
Pursuant to Section 2274.001, Texas Government Code:

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

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

05/13/25

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



SIGNATURE OF COMPANY REPRESENTATIVE:

Arnoldo Ochoa, President

TYPE/PRINT NAME AND TITLE:

05/12/2025

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.

8/A Builders, 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

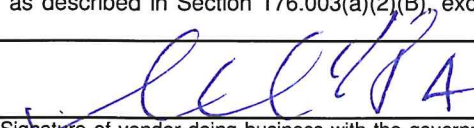
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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

05/13/2025

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

8/A Builders, LLC
Mission, TX United States

Certificate Number:
2025-1308724

Date Filed:
05/13/2025

Date Acknowledged:

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.

CDBG-DR 2018
Floods Chapin Pumps Rehabilitation Drainage Improvements Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ochoa, Arnoldo	Mission, TX United States		X

5 Check only if there is NO Interested Party. ☐

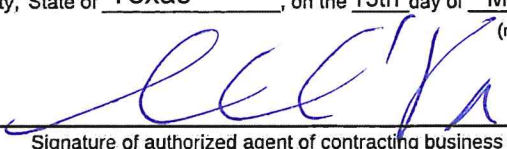
6 UNSWORN DECLARATION

My name is Arnoldo Ochoa, and my date of birth is 08/01/1972.

My address is 1301 Cedro St., Penitas, TX, 78576, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 13th day of May, 2025.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

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

Reference For: Arnold Salazar

Reference Company Name: Hidalgo County Precinct 3

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

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

Signature: _____

Printed Name: Arnold J. Salazar

Date: 5/13/2025

BID BOND (PENAL SUM FORM)

Bond Number: 498493

Bidder Name: 8/A Builders LLC Address (principal place of business): 1301 Cedro Street Penitas, TX 78576	Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): 6700 Westown Parkway West Des Moines, IA 50266
Owner Name: City of Edinburg Address (principal place of business): 415 W University Dr. Edinburg, Texas 78539	Bid Project (name and location): CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project Bid Due Date: May 13, 2025
Bond Penal Sum: Five Percent of the Greatest Amount Bid (\$ 5% G.A.B) Date of Bond: May 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 8/A Builders LLC (Full formal name of Bidder)	Surety Merchants Bonding Company (Mutual) (Full formal name of Surety) (corporate seal)
By: <u>[Signature]</u> (Signature)	By: <u>[Signature]</u> (Signature) (Attach Power of Attorney)
Name: <u>ARANDO ORTIZ</u> (Printed or typed)	Name: <u>Russ Frenzel</u> (Printed or typed)
Title: <u>PRESIDENT</u>	Title: <u>Attorney-in-Fact</u>
Attest: _____ (Signature)	Attest: <u>[Signature]</u> (Signature)
Name: _____ (Printed or typed)	Name: <u>Agathe Baluti</u> (Printed or typed)
Title: _____	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

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

END OF SECTION

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brady K Cox; Brent Baldwin; Brock Baldwin; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristi Dale; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 Companies have caused this instrument to be signed and sealed this 9th day of January, 2025



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

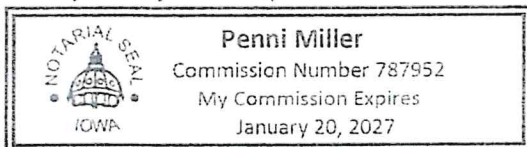
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of January, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of May, 2025



Atta B. Sandersfeld

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

STATEMENT OF BIDDER'S QUALIFICATIONS

7708 W. Expresswa

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	8/A Builders, LLC		
Corporate Office	N/A		
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:	Arnoldo Ochoa	Phone number:	956-358-1691
Title:	President	Email address:	tx8abuilders@hotmail.com
Business address of local office:	7708 W. Expressway 83, Mission, TX 78572		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	07/06/2004	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

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

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

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

Name:	Arnoldo Ochoa	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 10 mm
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business, if applicable:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ 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)	The Texas Comptroller of Public Accounts (CPA)	06/13/2024-06/13/2028
☐ Other		
☐ None		

ere

ARTICLE 4—SAFETY

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

Name of Business's Safety Officer:	N/a	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

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

Year	2025								
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
NCCI	1.16	N/A	N/A						

ARTICLE 5—FINANCIAL

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	Merchants Bonding Company		
Surety is a corporation organized and existing under the laws of the state of:	IA		
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):	6700 Westown Parkway,		
	West Des Monies, IA 50266		

Physical Address (principal place of business):	6700 Westown Parkway,		
	West Des Moines, IA 50266		
Phone (main):	1-800-678-8171	Phone (claims):	1-800-678-8171

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)	
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):	1301 Cedro St., Penitas, TX 78576	
Physical Address (principal place of business):	7708 W. Expressway 83, Mission, TX 78572	
Phone (main):	956-686-3888	Phone (claims): 956-686-3888

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:	8
Estimate of revenue for the current year:	4.5 Million
Estimate of revenue for the previous year:	4.5 Million

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

Years of experience with projects like the proposed project:			
As a general contractor:	21	As a joint venturer:	N/A
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: 8/A Builders, LLC

By:

Name:

8/A Builders, LLC
(typed or printed name of organization)


(individual's signature)

Arnoldo Ochoa
(typed or printed)

CITY OF EDINBURG

STATEMENT OF
BIDDER'S QUALIFICATIONS

Title: President
(typed or printed)

Date: 05/13/2025
(date signed)

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

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: N/A
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

CITY OF EDINBURG

STATEMENT OF
BIDDER'S QUALIFICATIONS

Schedule A—Current Projects

Name of Organization					
Project Owner		Hidalgo County Drainage District #1		Project Name Canopy fabrication & installation	
General Description of Project new fabrication and installation of canopy					
Project Cost		39,000.00		Date Project 07/25	
Key Project Personnel					
Project Manager		Project Superintendent		Safety Manager	
Name Arnold Ochoa		German Andino			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position		Telephone	
Owner HCODD1		Omar anzaldua		(956) 292-7080	
Designer					
Construction Manager					

Project Owner		Hidalgo County		Project Name Palmer Pavillion	
General Description of Project					
Project Cost		1,200,000.00		Date Project 09/25	
Key Project Personnel					
Project Manager		Project Superintendent		Safety Manager	
Name Arnold Ochoa		German Andino		n/a	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position		Telephone	
Owner Hidalgo County		Arnold Flores / Chief Admin		956-787-1891	
Designer					
Construction Manager					

Project Owner		Hidalgo County		Project Name Veterans Memorial Pavilion and Smokehouse	
General Description of Project					
Project Cost		1,600,000.00		Date Project 06/2025	
Key Project Personnel					
Project Manager		Project Superintendent		Safety Manager	
Name Arnold Ochoa		Alex Ochoa		n/A	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position		Telephone	
Owner Hidalgo County		Arnold Salazar		956-585-4509	
Designer					
Construction Manager					

CITY OF EDINBURG

STATEMENT OF
BIDDER'S QUALIFICATIONS

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	City of Edinburg		Project Name	New Restroom Facilities to Bicentennial, Memorial & Frontier Parks	
General Description of Project	1 Remodel and 2 completely new restrooms				
Project Cost			Date Project	4/2025	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Alex Ochoa	Ricardo Lopez	n/a		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Edinburg	Alicia Carmona Engineer III			acarmona@cityofedinburg.com
Designer					
Construction Manager					

Project Owner	City of Edinburg		Project Name	PD Communications Department Renovation	
General Description of Project	Remodel of Communications Department				
Project Cost	\$7,000.00		Date Project	04/2025	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Alex Ochoa	Ricardo Lopez	n/a	n/a	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Edinburg	Elias Martinez Communications Manager			elmartinez@cityofedinburg.com
Designer					
Construction Manager					

Project Owner	US Customs Border Protection		Project Name	Falfurrias Checkpoint Storage Vault Ceiling Upgrade	
General Description of Project	Demo, Concrete, Structure Steel Columns, Thermal & Moisture Protection, Openings, Finishes, HVAC, Electrical				
Project Cost	172,256.27		Date Project	2/16/2024	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Alex Ochoa	Alex Ochoa	n/a	n/a	
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	Gonzalo Rodriguez	Construction Assistant Project Manager	SAMES, Inc	956-702-8880	grodriguez@samengineering-surveying.com

CITY OF EDINBURG

STATEMENT OF
BIDDER'S QUALIFICATIONS

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	Mission Consolidated Independent School District	Project Name	MCISD -Bryan ES, Castro ES, Cavazos ES, Midkiff ES, and Salinas ES		
General Description of Project	Security Vestibules Metal Framing, Finish Carpentry, Thermal and Moisture Protection, HMD&F, Aluminum Framed Storefronts, Acoustical Ceiling Panels, Resilient Tile, Paint, Mechanical, Electrical, Communications				
Project Cost	\$518,000.00	Date Project	06-01-2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Alex Ochoa	Alex Ochoa	n/a	n/a	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ricardo Rivera	Asst. Super. for Operations	MCISD	956-207-9938	river49@mcisd.org
Designer	David Iglesias	Principal	PBK Architects, Inc.	956-687-1330 ext. 202	david.iglesias@pbk.com
Construction Manager	Adrian Hernandez	Director of Maintenance	MCISD	956-578-5057	adrian.hernandez@mcisd.org

Project Owner	Hidalgo County Sheriff's Office		Project Name	Sheriff's Office West Parking Lot	
General Description of Project	Parking Lot-Asphalt, Paving, Electrical Light poles, Sidewalks, Headwalls, Sign-age				
Project Cost	491,694.32	Date Project	11/06/2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Alex Ochoa	Ricardo Lopez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rogelio Mendez	Lieutenant IV Division Admin	Hidalgo County Sheriff's Office	956-393-6005	roy.mendez@hidalgo.org
Designer	Eddie Ramirez	Construction Manager	GDJ Engineering	956-642-7933	eddie@GDJeng.com
Construction Manager	Same as Designer				

Project Owner	Hidalgo County Precinct # 2		Project Name	Regional Linear Park Phase II Hike & Bike Trail	
General Description of Project	Landscaping and Irrigation Work including exercise equipment areas and rest areas with canopy, paving, water fountain, bike rack, bench, and trash can				
Project Cost	363,425.76	Date Project	10/17/2022		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Arnoldo Ochoa	Joel Barrientos	n/a	n/a	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Roy Garcia	Director of Field Operations	Hidalgo County	956-787-1891 ext. 2013	roy.garcia@co.hidalgo.tx.us
Designer			L & G Engineering		
Construction Manager	Stanley Ramos	Senior Construction Super.	B22 Engineering	956-585-3773	stanley@b22eng.com

CITY OF EDINBURG

STATEMENT OF
BIDDER'S QUALIFICATIONS**Schedule C—Key Individuals**

Project Manager			
Name of individual		Alejandro Ochoa	
Years of experience as project manager		3	
Years of experience with this organization		2	
Number of similar projects as project manager		6	
Number of similar projects in other positions		8	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Hidalgo County Drainage D1		100%	7/30/2025
Veterans Memorial Pavilion and Smokehouse		100%	6/30/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	David Iglesias	Name	Tim Zellner
Title/Position	Principal	Title/Position	Construction Superintendent
Organization	PBK Architects, Inc.	Organization	Hinton Construction
Telephone	956-687-1330 ext. 202	Telephone	
Email	David.Iglesias@pbk.com	Email	t.zeller@hintoncc.com
Project	MCISD Security Vestibules	Project	Denver Colfax Multi-Family
Candidate's role on project	Project Manager	Candidate's role on project	Project Engineer
Project Superintendent			
Name of individual		German Andino	
Years of experience as project superintendent		7	
Years of experience with this organization		3 months	
Number of similar projects as project superintendent		6	
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
Veterans Memorial Pavilion and Smokehouse		100%	06/30/2025
Hidalgo County Drainage District #1		100%	7/30/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Abilio Vela	Name	Mario Montemayor
Title/Position	Owner	Title/Position	Owner
Organization	Topcon Inc	Organization	Rio Comfort Mechanical
Telephone	956-369-4031	Telephone	956-227-0787
Email	abiliovela@topconinc.com	Email	
Project	Tex-Best -Uvalde, TX	Project	Bert Ogden - Harlingen
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Safety Manager N/A			
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 n/a			
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 13th day of May, 2025.

Arnoldo Ochoa
Name of Bidder

[Signature]
Signature of Bidder

President
Title of Signatory

END OF SECTION

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.**

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

[illegible]

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

[illegible]

BIDDER

CITY OF EDINBURG

EQUIPMENT & MATERIAL SUPPLIERS LIST

Executed this: 13th Day of : May 20.25

By: Arnold Ochoa

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this:

Claudia N. Ochoa

NOTARY PUBLIC



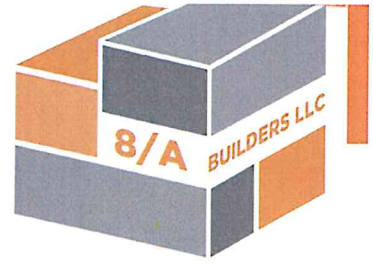
END OF SECTION

8/A Builders, LLC
Arnoldo Ochoa

7706 W. EXPRESSWAY 83, MISSION, TX 78572

(O) 956.627.1327 (C) 956.358.1691

TX8ABUILDERS@HOTMAIL.COM



May 13th 2025.

City of Edinburg

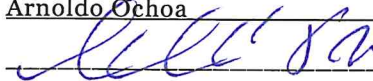
415 W. University Drive

Edinburg, Texas 78539

Dear City of Edinburg:

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.

Arnoldo Ochoa Printed name

 Signature

President _____ Position in bidding company

May 13th 2025 Date



BID BOND (PENAL SUM FORM)

Bond Number: 498493

Bidder Name: 8/A Builders LLC Address (principal place of business): 1301 Cedro Street Penitas, TX 78576	Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): 6700 Westown Parkway West Des Moines, IA 50266
Owner Name: City of Edinburg Address (principal place of business): 415 W University Dr. Edinburg, Texas 78539	Bid Project (name and location): CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project Bid Due Date: May 13, 2025
Bond Penal Sum: Five Percent of the Greatest Amount Bid (\$ 5% G.A.B) Date of Bond: May 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 8/A Builders LLC (Full formal name of Bidder)	Surety Merchants Bonding Company (Mutual) (Full formal name of Surety) (corporate seal)
By: <u>[Signature]</u> (Signature)	By: <u>[Signature]</u> (Signature) (Attach Power of Attorney)
Name: <u>ARANDO ORTIZ</u> (Printed or typed)	Name: <u>Russ Frenzel</u> (Printed or typed)
Title: <u>PRESIDENT</u>	Title: <u>Attorney-in-Fact</u>
Attest: _____ (Signature)	Attest: <u>[Signature]</u> (Signature)
Name: _____ (Printed or typed)	Name: <u>Agathe Baluti</u> (Printed or typed)
Title: _____	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

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

END OF SECTION

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brady K Cox; Brent Baldwin; Brock Baldwin; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristi Dale; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 Companies have caused this instrument to be signed and sealed this 9th day of January, 2025



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

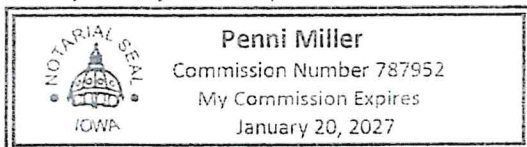
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of January, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of May, 2025



Atta B. Sandersfeld

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

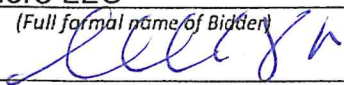
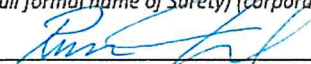
P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

BID BOND (PENAL SUM FORM)

Bond Number: 498493

Bidder Name: 8/A Builders LLC Address (principal place of business): 1301 Cedro Street Penitas, TX 78576	Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): 6700 Westown Parkway West Des Moines, IA 50266
Owner Name: City of Edinburg Address (principal place of business): 415 W University Dr. Edinburg, Texas 78539	Bid Project (name and location): CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project Bid Due Date: May 13, 2025
Bond Penal Sum: Five Percent of the Greatest Amount Bid (\$ 5% G.A.B) Date of Bond: May 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 8/A Builders LLC (Full formal name of Bidder)	Surety Merchants Bonding Company (Mutual) (Full formal name of Surety) (corporate seal)
By: <u></u> (Signature)	By: <u></u> (Signature) (Attach Power of Attorney)
Name: <u>ARNOLDO OCHOA</u> (Printed or typed)	Name: <u>Russ Frenzel</u> (Printed or typed)
Title: <u>PRESIDENT</u>	Title: <u>Attorney-in-Fact</u>
Attest: _____ (Signature)	Attest: <u></u> (Signature)
Name: _____ (Printed or typed)	Name: <u>Agathe Baluti</u> (Printed or typed)
Title: _____	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

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

END OF SECTION

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

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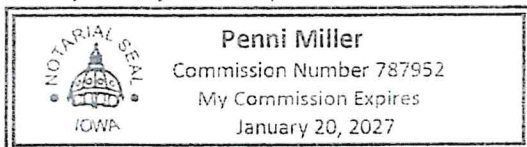
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Penn Miller

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Elisabeth Sandersfeld

Secretary



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Fax: (512) 475-1771
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AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS

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

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

Arnoldo Ochoa

[Affiant]

, who

being by me duly sworn on his oath stated that he is President

[Title]

, of

8/A Builders, LLC

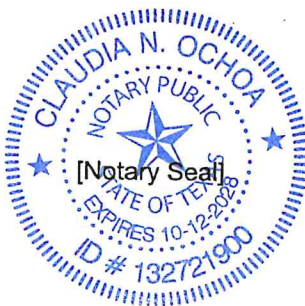
[Contractor's Company Name]

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

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 5/13/2025

[Date]



Notary Public in and for the State of TEXAS

[Print or type Notary Public name]

My Commission Expires: 10-12-2028

[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: _____
State of Incorporation: _____
Mailing Address: _____

- 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: 8/A Builders, LLC- Arnoldo Ochoa, President
Mailing Address: 1301 Cedro St., Penitas, TX 78576

- 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.*

Arnoldo Ochoa, President

[Typed Name and Title of Authorized Representative]


[Signature of Authorized Representative]

05/12/2025

[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARTMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

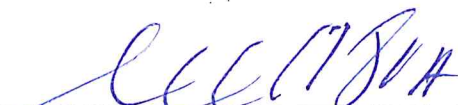
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

8/A Builders, LLC

[Typed Name of Company:]

Arnoldo Ochoa, President

[Typed Name & Title of Authorized Representative]


[Signature of Authorized Representative]

05/12/2025

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
☒ Yes ☐ No
2. If so, please provide you organizations **Unique Entity ID (UEI#)**: XN6NRQ297659

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

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

What is the UEI?

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

How do I register with SAM?

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



CONFLICT OF INTEREST

DISCLOSURE

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

05/12/2025

Company/Vendor Name:

8/A Builders, LLC

Printed Name and Title:

Arnoldo Ochoa, President

Authorized Signatory:





**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST**

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

24 CFR Part 570.611 (b) Conflicts prohibit. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

24 CFR Part 570.611 (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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:

05/12/2025

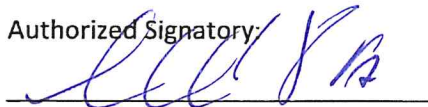
Company/Vendor Name:

8/A Builders, LLC

Printed Name and Title:

Arnoldo Ochoa, President

Authorized Signatory:



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: Arnoldo Ochoa

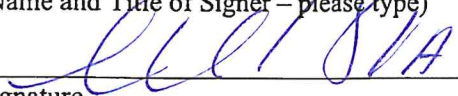
Address and Zip Code: 1301 Cedro St., Penitas, TX 78576

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

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

Arnoldo Ochoa, President

(Name and Title of Signer – please type)


Signature

05/12/2025

Date

HUD 4238

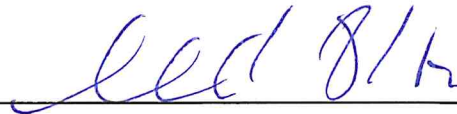
CLEAN AIR AND WATER CERTIFICATION

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

The Respondent certifies that:

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

Signature of Contractor's Authorized Official: _____



Name of Contractor's Authorized Official: Arnoldo Ochoa

Title of Contractor's Authorized Official: President

Date: 05/12/2025

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

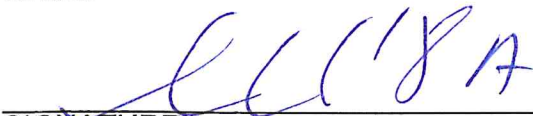
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Arnoldo Ochoa
NAME

SIGNATURE



President
TITLE

05/12/2025
DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

Arnoldo Ochoa, being the first duly sworn, deposes and says that:

1. He/she is President 8/A Builders, LLC
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;

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

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

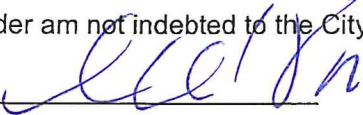
4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham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

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

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

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

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

Signature: 

Date: 05/12/2025

Title: President

2 CFR Part 200, Appendix II (L)
200.322 Domestic Preference for Procurements

Applicability to Contracts

Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to this rule, when federal funds are expended the vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The bidder or offeror hereby certifies that it will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The bidder further certifies that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award.

Date: 5/12/2025

Signature: 

Company Name: 8/A Builders, LLC

Title: President

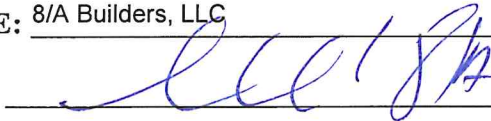
CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: 8/A Builders, LLC

SIGNED BY: 

Print Name & Title: Arnoldo Ochoa, President

Date Signed: 05/12/2025

The following definitions apply to this state statute:

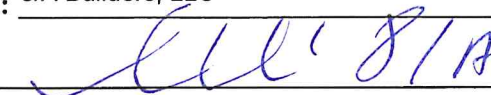
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled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

(2) "Company" means a for-profit 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 business associations that exists to make a profit.

By signing below, Contractor hereby certifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☒ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: 8/A Builders, LLC

SIGNED BY: 

Print Name & Title: Arnoldo Ochoa

Date Signed: 05/12/2025

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2252

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153.

The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

By signing below, I certify that I am an adult over the age of eighteen (18) years of age and that pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, **the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended.**

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Edinburg.

Print Company Name: 8/A Builders, LLC
Signed By: 
Title: President
Date Signed: 05/12/2025



City of Edinburg
Engineering

Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

[GO UNDERGROUND LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-13

CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

RESPONSE DEADLINE: May 13, 2025 at 3:00 pm

Report Generated: Thursday, May 15, 2025

GO UNDERGROUND LLC Response

CONTACT INFORMATION

Company:

GO UNDERGROUND LLC

Email:

goexcavate@yahoo.com

Contact:

Joe olivares

Address:

211 W Jefferson Ave
Ste 7
Harlingen, TX 78550

Phone:

(956) 685-2124

Website:

N/A

Submission Date:

May 13, 2025 11:58 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed May 12, 2025 9:05 AM by Joe olivares

QUESTIONNAIRE

1. Proposal*

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

Please do not upload multiple files.

EDINBURG_CHAPIN_REHAB_250-13_COMPLETE_PROPOSAL.pdf

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

SUPPORT_DOCUMENTS.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI_(1).pdf

4. Required Forms

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

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST.pdf](#)

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- [HOUSE_BILL_89_VERIFICATION.pdf](#)

HOUSE_BILL_89_VERIFICATION.pdf

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

SB 13 ENERGY COMPANY BOYCOTTS

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

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

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

Please download the below documents, complete, and upload.

- [SENATE BILL 13 VERIFICATION...](#)

SENATE_BILL_13_VERIFICATION.pdf

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

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

Please download the below documents, complete, and upload.

- [SENATE BILL 19 VERIFICATION...](#)

SENATE_BILL_19_VERIFICATION.pdf

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Yes

PLEASE ENSURE THAT TARIFFS RELATED TO THIS SOLICITATION ARE INCLUDED IN THE PRICE, IF APPLICABLE.*

Confirmed

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_AP_(1)B2Z.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*

Please download the below documents, complete, and upload.

- [C - Bid Bond - SECTION 0131...](#)

bid_bond.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_0.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

6. Grant Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*

Please download, complete and upload.

- [1. SAM.UEI.Vendor Informati...](#)

1._SAM.UEI.Vendor_Information.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR CDBG CONTRACTORS AND UPLOAD HERE.*

Please download, complete and upload.

- [2. Conflict of Interest Dis...](#)

2._Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*

Please download, complete and upload.

- [3. CDBG Affidavit.pdf](#)

3._CDBG_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*

Please download, complete and upload.

- [4. EEO Certification.pdf](#)

4._EEO_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*

Please download, complete and upload.

- [5. Clean Air & Water Certif...](#)

5._Clean_Air_&_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*

Please download, complete and upload.

- [6. Non-Lobbying Certificati...](#)

6._Non-Lobbying_Certification.pdf

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

Please download, complete and upload.

- [7. Non-Collusion Affidavit ...](#)

7._Non-Collusion_Affidavit_(1).pdf

PLEASE FILL OUT AND SIGN THE DBLS DESIGNATION TO SUPERVISE PAYMENTS.

Please download, complete and upload.

- [Contractor-Subcontractor De...](#)

Contractor-Subcontractor_Designation_to_Supervise_Payments_(DBLS)1.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED APPENDIX II (L) CERTIFICATION.

Please download, complete and upload.

- [Appendix II \(L\) Domestic Pr...](#)

Appendix_II_(L)_Domestic_Procurements.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED DOCUMENT.*

Please download, complete and upload.

- [TGC 2271.002 No Boycott Isr...](#)

TGC_2271.002_No_Boycott_Israel_Certification.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED DOCUMENT.*

Please download, complete and upload.

- [TCG 2252 Foreign Terrorist ...](#)

TCG_2252_Foreign_Terrorist_Organizations_Certification.pdf

7. Information Only

PLEASE READ APPLICABLE REGULATIONS - 2 CFR PART 200 APPENDIX II

Please read grant related compliance regulations.

- [APPLICABLE REGULATION 2 CFR...](#)

APPLICABLE_REGULATION_2_CFR_PART_200_APPENDIX_II_INFORMATION_ONLY.pdf

PLEASE READ THE CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS

Please read grant related compliance regulations.

- [DBLS INFORMATION ONLY.pdf](#)

DBLS_INFORMATION_ONLY.pdf

PLEASE SEE APPLICABLE WAGE DECISION.

Please see applicable wage decision for DBLS compliance.

- [APPLICABLE WAGE DECISION TX...](#)

APPLICABLE_WAGE_DECISION_TX2025-0003_INFORMATION_ONLY.pdf

PLEASE SEE SECTION 3 REQUIREMENTS.

Please read grant related compliance regulations.

- [SECTION 3 INFORMATION ONLY.pdf](#)

SECTION_3_INFORMATION_ONLY.pdf

PLEASE READ MINORITY-OWNED/WOMEN-OWNED BUSINESSES

Please read grant related information.

- [Minority-Owned, Women-Owned...](#)

Minority-Owned,_Women-Owned_Business_INFORMATION_ONLY.pdf

PRICE TABLES

DEMOLITION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	REMOVE AND DISCARD WOOD POST	1	EA	\$300.00	\$300.00
2	REMOVE AND DISCARD CHAINLINK FENCE	41	LF	\$20.00	\$820.00
3	REMOVE AND DISCARD WIRE FENCE	10	LF	\$20.00	\$200.00
4	REMOVE AND DISCARD CONCRETE WALKWAY	19	SY	\$20.00	\$380.00

[GO UNDERGROUND LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-13

CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	REMOVE AND DISCARD EXISTING PUMP SYSTEM W/ 24" COLUMN PIPE	1	LS	\$22,000.00	\$22,000.00
6	REMOVE AND DISCARD EXISTING METAL CANOPY (25'X10')	1	LS	\$2,200.00	\$2,200.00
7	REMOVE AND DISCARD 24" STEEL PIPE	150	LF	\$12.00	\$1,800.00
8	REMOVE AND DISCARD GRATE COVER	2	EA	\$200.00	\$400.00
9	REMOVE AND DISCARD EXISTING CURB AND GUTTER	15	LF	\$20.00	\$300.00
TOTAL					\$28,400.00

SW3P

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	SILT FENCE	473	LF	\$10.00	\$4,730.00
11	CONSTRUCTION ENTRANCE/EXIT	1	EA	\$3,200.00	\$3,200.00
12	SIDEWALK PROTECTION	1	EA	\$5,000.00	\$5,000.00
TOTAL					\$12,930.00

PUMP STATION IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	PROPELLER PUMP W/ 150 HP DIESEL ENGINE AND ASSEMBLY	2	EA	\$340,500.00	\$681,000.00

[GO UNDERGROUND LLC] RESPONSE DOCUMENT REPORT

BID No. 2025-13

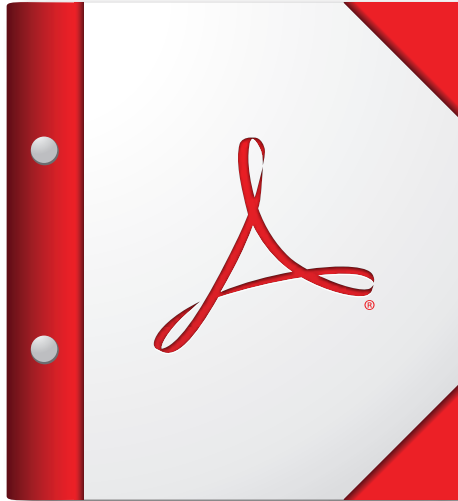
CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	30" DI. 45 DEGREE ELBOW	5	EA	\$28,000.00	\$140,000.00
15	30" DI. WYE	1	EA	\$52,000.00	\$52,000.00
16	CONTROL PANEL W/ ELECTRICAL COMPONENTS ASSEMBLY	1	LS	\$80,000.00	\$80,000.00
17	1000 GAL STORAGE DIESEL TANK W/ SPILL CONTAINER	1	EA	\$5,000.00	\$5,000.00
18	12'X5' REINFORCED CONCRETE SLAB	7	SY	\$200.00	\$1,400.00
19	METAL FRAME CANOPY (28'X25')	1	EA	\$25,000.00	\$25,000.00
20	WATER LEVEL 10FT	1	EA	\$1,200.00	\$1,200.00
21	FLOOD GAUGE SIGN	1	EA	\$1,200.00	\$1,200.00
22	5'X5' WELDED GRATE	1	EA	\$8,500.00	\$8,500.00
23	12'X6' WELDED GRATE	1	EA	\$8,500.00	\$8,500.00
24	30" DUCTILE IRON PIPE	180	LF	\$664.44	\$119,599.20
25	6" REINFORCED CONCRETE RIP RAP	50	SY	\$150.00	\$7,500.00
26	ROCK RIP RAP	25	SY	\$150.00	\$3,750.00
27	REINFORCED 4" SIDEWALK CONCRETE	7	SY	\$200.00	\$1,400.00
28	PAINT EXISTING RAIL GUARD	14	LF	\$1,200.00	\$16,800.00
29	WOOD POST	1	EA	\$3,200.00	\$3,200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
30	WIRE FENCE	10	LF	\$55.00	\$550.00
31	CHAINLINK FENCE	67	LF	\$55.00	\$3,685.00
32	SWING GATES	2	EA	\$5,250.00	\$10,500.00
33	REINFORCED CONCRETE DRIVEWAY	79	SY	\$200.00	\$15,800.00
34	FLAP GATE	1	EA	\$21,000.00	\$21,000.00
35	4" ELECTRICAL CONDUIT	20	LF	\$100.00	\$2,000.00
36	DEWATERING	1	LS	\$110,000.00	\$110,000.00
TOTAL					\$1,319,584.20

MISCELLANEOUS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
37	MOBILIZATION	1	LS	\$80,000.00	\$80,000.00
38	INSURANCE AND BONDS	1	LS	\$26,391.70	\$26,391.70
39	TRAFFIC CONTROL	1	LS	\$22,000.00	\$22,000.00
40	CONSTRUCTION IDENTIFICATION SIGN	1	EA	\$1.00	\$1.00
TOTAL					\$128,392.70



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Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!



125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

July 16, 2024

George Olivares
Go Underground, LLC
217 E Monroe Avenue
Harlingen, TX 78550

Re: Declaration of Eligibility (DOE)
Disadvantaged Business Enterprise (DBE)

Dear George Olivares:

Upon review of the DOE and supporting documentation, TxDOT has determined that Go Underground, LLC., continues to meet the eligibility requirements of the federal DBE program. DBE certification does not expire, however, to remain certified it is incumbent on you to submit the DOE form on or before your next certification anniversary date. A courtesy reminder will be sent from the Diversity Management System (DMS) in advance of the DOE 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 actually 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



125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

April 22, 2025

GO UNDERGROUND, LIMITED LIABILITY COMPANY
211 W. JEFFERSON AVENUE, STE. 7
HARLINGEN TX, 78550

RE: TxDOT Vendor Number 15887

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2025.

Your bidding capacity has been set at \$122,194,350.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity, less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams
Director, Letting Management Section
Construction Division



125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

July 16, 2024

George Olivares
Go Underground, LLC
217 E Monroe Avenue
Harlingen, TX 78550

Re: Declaration of Eligibility (DOE)
Disadvantaged Business Enterprise (DBE)

Dear George Olivares:

Upon review of the DOE and supporting documentation, TxDOT has determined that Go Underground, LLC., continues to meet the eligibility requirements of the federal DBE program. DBE certification does not expire, however, to remain certified it is incumbent on you to submit the DOE form on or before your next certification anniversary date. A courtesy reminder will be sent from the Diversity Management System (DMS) in advance of the DOE 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 actually 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

Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number: 1800258954900
Approval Date: August 24, 2021
Scheduled Expiration Date: August 24, 2025

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

GO Underground, Limited Liability Company

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 24, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of 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 (<http://www.comptroller.texas.gov/about/procurement/>) and contacting the HUB Program at 512-462-5072 or toll free in Texas at 1-888-

863-5881.

George Olivares
603 S. Tower Rd.
Alamo, Texas 78516
Phone: (956)412-6100 / Cell: (956)227-8501

SUMMARY: Twenty-seven years as a business owner and general manager. Excellent business communications. Direct involvement with preparation of bid proposals for the state, county, city, irrigation districts, drainage districts, and private contracts. Installation expertise in storm drain, sewer systems, gravity flow, force main lift stations, concrete structures, inlets and manholes, and box culverts. Also in modifications & extensions of all structures including pipes, concrete work (driveways, sidewalks, curb & gutter, irrigation lines, siphons and rip rap). Any system up to 10' x 10'.

EDUCATION: Harlingen North High School Harlingen, TX
1968-1971

EXPERIENCE:
07/08 to now **GO Underground, L.L.C.** Harlingen, TX
(Owner/General Manager)
Responsible for ensuring the success of all aspects of the project from the pre-bid and proposal stage through the contract award and project completion. Participate in the development of construction projects with owners and engineers, and oversee its organization, scheduling, and implementation. Analyze blueprints, specifications, and costs to assist with bid proposals.

08/02 to 06/08 **G.O. Excavating & Construction** Harlingen, TX
Schedule projects in logical steps and budget time required to meet deadlines. Determine labor requirements and dispatch workers to construction sites. Inspect and review projects to monitor compliance with building and safety codes, and other regulations. Interpret and explain plans and contract terms to administrative staff, workers, and clients, representing the owner or developer. Negotiate revisions, changes and additions to contractual agreements with engineers, clients, suppliers and other contractors. Line of work consisted 95% for TX DOT jobs.

Jose G. Olivares

603 S. Tower Rd Alamo, TX 78516

Phone: (956)412-6100 / Cell: (956)358-9368

SUMMARY:

Eleven years experience with the supervision of projects planning schedules, and material deliveries, solving problems. Responsible for bringing to successful completion of several short and long term construction projects by planning, organizing, and coordinating projects; completing quality inspections; supervising sub-contractors and staff. Responsible for obtaining quotes, submittals, and coordinating material schedules with suppliers, project managers and engineers. Preparing bid proposals for local city, irrigation, drainage, county, schools, and state projects. Have obtained the OSHA 10 and 30 hour Certification for Construction.

Two years experience managing produce buy and sell operations. Pricing and promoting fresh produce, meeting objectives for sales, margin, and customer service.

Experience in dispatch, and daily transportation and delivery operations.

EDUCATION:

PSJA
2006-2009

Alamo, TX

EXPERIENCE:

11/12 to now

GO Underground, L.L.C.

Harlingen, TX

(Construction Supervisor/Estimator/Safety Officer)

Responsible for managing crew leaders, delivering quality work, and utilizing industry standards and materials. Coordinates work schedules with Project Managers and engineers. Preparing bid proposals by gathering material proposals, blueprints, specifications, and related documents. Computes costs by analyzing labor, material and time. Adhere to OSHA safety guidelines and practices.

01/10 to 11/12

GO First International Trade, L.L.C.

Harlingen, TX

(Produce Manager/USDA Compliance)

Responsible for negotiating with suppliers for favorable prices, terms, quality, and delivery. Purchase produce following guidelines of marketing plan. Research new or alternative sources of supply. Receive produce deliveries, follow established receiving procedures. Assist customers with produce questions and orders. Obtain credits from farmers and issue credits to buyers where applicable. Meet with farmers occasionally to discuss planting season and ordering commitments.

06/12 to 09/12

Fusion Freight Express, LLC.

(Logistics Manager/DOT Compliance)

Ensure carrier compliance with company policies or procedures for Product transit or delivery. Negotiate transportation rates or services. Supervise drivers, shipments, and schedulers.

Juan Olivares
603 S. Tower Rd.
Alamo, Texas 78516
Phone: (956)685-2124

SUMMARY: Fourteen years total experience with the installation of underground utilities, and its structures (inlets and manholes, precast or cast in place). Recording and submitting labor and wages as per TX DOT requirements. Responsible for timely and accurate submissions of bid proposals to project owner's. Analyzing plans and specs for the compilation of project proposals. Have obtained the OSHA 10 and 30 hour Certification for Construction.

EDUCATION: Donna High School Donna, TX
2001-2004

EXPERIENCE: 1/09 to now **GO Underground, L.L.C.** Harlingen, TX
(Project Manager/Payroll Clerk/EEO Officer)
Analyze and compile data for bid proposals including labor, materials, special machinery requirements, and location depending on the type and size of the project. Review plans & specs for material quoting and costs. Water and sewer line construction and related structures construction. Supervising the project sites, and meeting with owner's and engineers to discuss possible factors that may arise or need to be added. Scheduling projects and meeting deadlines. Recording labor wages as required by contract, and submitting certified payroll records. Responsible for Tracking Project Production Reports

SKILLS: **United States Marines Corps**
Iraq War Veteran
2004-2008

Company Equipment

#	Model Year	Description	ID	Serial#
1	2001	JD Excavator	230LC	FD230CX600534
2	2002	410G JD Wheel Loader Backhoe	91033	t0410gx910533
3	2006	JD Loader	624J	DW624JZ605191
4	2006	JD Excavator	350D	FF350DX805233
5	2006	Backhoe Loader	410G	T0410GX960254
6	2006	JD Backhoe Loader	410G	T0410GX960248
7	2006	JD Wheel Loader	624J	DW624JZ608626
8	2006	JD Excavator	350	FF350DX805907
9	2002	JD Excavator	200CLC	FF200CX503436
10	1999	Bomag 47 Padfoot Roller		A219C2045V
11	2006	Champion 540 Padfoot Roller		X100385X
12	2006	Dynapac Padfoot Vibratory		NR6970373
13	2006	JD Excavator	330CLC	FF330CX083074
14	2006	JD Wheel Loader	624H	DW624HX581480
15		Lamore Broom	Model 8B	SN#24412
16	1998	Champion Motorgrader	C86A AWD	SN#200585
17		Ingersol Rand Forklift		
18	2014	Multiquip Vibratory Roller	AR13HA Tandem	SN#140501
19	2013	Volvo 4x4 Loader Backhoe	BL60B	SN#VCED60BT02122391
20	1999	Ingersoll-Rand Vibratory Padfoot Compactor	SD100F Propac	SN#161457
21	1998	Ferguson Roller	Model 46-14	SN#3996
22		Concrete Paving machine		
23	2013	Witzco Challenger	Lowboy	1W8A11E38DS000334
24		Ingersol Rand Compactor	SD40F	SN166681
25		Bomag Trench Compactor	BMP851	
26		Broce Broom Sweeper	RJ350	SN#89901
27		Hitachi Longreach	ZX200LC	SM#1G6P101512
28	2019	JD EXCAVATOR	50G	1FF050GXCKH290068
29	2017	JD Excavator	380 GLC	1FF380GXHHF9000212
30	2018	JD EXCAVATOR	210GLC	1FF210GXJJF525744

31	2005	Ingersoll Rand	Padfoot Roller sd-77f tf	SN#177352
32	2019	JD Wheel Loader	624L	1DW624LZCKF701637
33	2015	Laymor Sweepmaster	400 Sweeper	36451
34	2018	JD Excavator	250GLC	1FF250GXTJF610812
35	2012	VOLVO TRACK EXCAVATOR	EC700CL	SNVCEC700CJ00110150
36	2011	CAT Double Drum Roller	CB54XW	CAT0CB54CJLM00495
37	2007	STONE Padfoot Drum Compactor	PD43	SN232007002
38		Cedarapids Wheel Asphalt Paver	CR452	SNTRX00452E0K9L0101
39	2017	JD Motorgrader	672G	1DW672GXTGF677940
40		Taylor Cushion Tire Forklift	TY14BW	SN#11181560
41	2013	Ditch Witch RT-13	WALK BEHIND TRENCHER	SN#16XVD0000451
42	2022	Volvo	L110H	612492
43	1998	Bomag Pneumatic Roller	BW11RH	SN#A222C1597V
44	2018	Caterpillar Excavator	320GC HYD	CAT00320AKTN00391
45	2020	Caterpillar Backhoe Loader	416	SN#OOPS
46	1999	JD Wheel Loader	544H	SN#574014
47	2008	Bomag	BW213PDH- 40	901582571128
48	2013	Volvo	DD25	VCE00D25H0H650779
49	2015`	JD	310KEP	1T0310EKHFG276027
50		Kubota Hyd Excavator	KX91 352	43100
51	2019	Kubota TRACTOR	M7-171	M7171H10277
52	2022	Gamaco Crawler Curb Machine	GT3200	907100003
53	2022	JDMastless Grade	SmartGrade	1T05G96XJN0000326
54	2022	JD Compact Track Loader	333G	1T0333GMHPF438207
55	2015	JD Motor Grader	772GP	664160
56	2013	Volvo Motor Grader		VCEG930BH05576077
57	2007	Dynapac PadfootCompactor	CA250PD	10000108C0D007729
58	2006	Roadtec Tracked Cold Planer	RX900	CH90086157
59	2023	Gamaco Crawler Curb Machine	GT3200	907100003

Company Trucks

#	Model Year	Make	Model	Body Type	VIN
1	1993	International	G4900	Water Truck	1HTSG0003PH512807
2	1996	Big Tex	Flatbed	Trailer	1234
3	1992	Ford	L800	Water Truck	1FDZY82A6NVA36561
4	1989	Ford	Conventional	Water Truck	1FDYY82A7KVA55255
5	1987	Ford		Water Truck	1FTYR82A4HVA06962
6	2009	International	5900i	Truck/Tractor	1HSXRAPT69J047803
7	2007	Ford	F150	TRUCK	1FTRF12277KC86243
8	2016	GMC	SIERRA 3500	TRUCK	1GD42VCG4GF108349
9	2016	GMC	SIERRA 3500	TRUCK	1GD42VCG0GF209811
10	2018	GMC	SIERRA 1500	TRUCK	3GTU2NEC23G444313
11	2018	FORD	F250	TRUCK	1FT7W2BT5JEB71556
12	2019	GMC	SIERRA LIM	TRUCK	2GTR1LEC0K1225177
13	2018	CHEVROLET	SILVERADO 3500	FLATBED TRUCK	1GB4KYCY0JF201881
14	2003	BIG TEX 16' UT	GOOSENECK	TRAILER	4K8GX242131610824
15	2020	FORD	F350 SD	TRUCK	1FD8W3HN4LEC24927
16	1996	BIG TEX	UT	TRAILER	4K8GX2028T1311823
17	2006	international	7500	water truck	SN1HTWNAZR06J329337
18	2014	Ford	F150	XL 4x2	sn1ftnf1cf0ekd48323
19	2007	BIG TEX	UTILITY TRL	12PI-18 18FT	SN#16VPX182272382230
20	2015	KEARNEY	UTILITY TRL	18FT	SN#5LCLB1828F1038806
21	2008	BIG TEX	UTILITY TRL	12PI-18 18FT	SN#16VPX182981312026
22	1982	Progress	SST-DC	TANKER TRL	B32053
23	2018	Dodge Ram	5500 4x4 HD	CREW CAB FL TK	3C7WRNEL0JG269504
24	2015	CHEVROLET	Silverado K1500	TRUCK	1GCVKPEC4FZ296267
25	2016	Freightliner	Dump Truck		1FUGGEDY4GLGP8963
26	2016	Freightliner	Dump Truck		1FUGGEDV1GLHB3874
27	2021	CHEVROLET	Silverado	CREW CAB FL TK	1GB4YSE79MF237976



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2024

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 Higginbotham Insurance Agency Inc 1400 N McColl Road Suite 105 McAllen TX 78501	CONTACT NAME: Mary Villarreal PHONE (A/C, No, Ext): 956-682-9423 E-MAIL ADDRESS: mvillarreal@higginbotham.net	FAX (A/C, No): 956-668-3515
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Ascot Specialty Insurance Company		45055
INSURER B : Clear Blue Insurance Company		28860
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

License#: 2081754
GOUNDER-02**COVERAGES****CERTIFICATE NUMBER:** 1070917784**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ESGL241000376301	8/7/2024	8/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AQ1YTX00868200	8/23/2024	8/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ESXS241000376401	8/7/2024	8/7/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Blanket Primary & Non-Contributory per Endt #CG2001 0413 as per written contract applicable on General Liability
Blanket Additional Insured - Scheduled Person or Organization per Endt #CG2010 0413 as per written contract applicable on General Liability
Blanket Additional Insured - Completed Operations per Endt #CG20357 0413 as per written contract applicable on General Liability
Blanket Waiver of Subrogation per Endt #CG2404 0509 as per written contract applicable on General Liability

Blanket Additional Insured per Endt #QADINB0814 applicable on Auto Policy
Blanket Waiver of Subrogation per Endt #QWAIVERB0814 applicable on Auto Policy
Blanket 30 Day Notice of Cancellation Endt #Q30DNOC0915 applicable on Auto Policy

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATION PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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:

05/12/2025

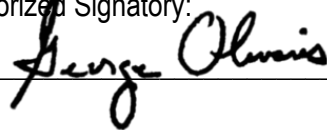
Company/Vendor Name:

GO UNDERGROUND LLC

Printed Name and Title:

GEORGE OLIVARES PRESIDENT

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: GO UNDERGROUND LLC
(Full, correct legal name)
- Address: 211 W JEFFERSON AVE STE. 7 HARLINGEN TX 78550
 - Telephone/Fax: 956-412-6100 | 956-412-6101
 - Email address: goexcavate@yahoo.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? HARLINGEN TX
5. a. Does the Company have an office located in Edinburg, Texas? Yes___ No X
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? ___ (years) ___ (months)
- c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes___ No X
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.
- Name: SOLEDAD BRAVO
- Address: 211 W JEFFERSON AVE STE. 7 HARLINGEN TX 78550
- Telephone: 956-412-6100
- Fax: 956-412-6101
- Email: goexcavate@yahoo.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.

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, GEORGE OLIVARES, the undersigned representative of

GO UNDERGROUND 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:

GEORGE OLIVARES PRESIDENT

TYPE/PRINT NAME AND TITLE:

05/12/2025

DATE:

SENATE BILL 13 VERIFICATION

I, GEORGE OLIVARES, the undersigned representative of

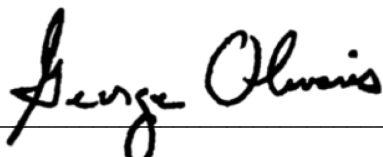
GO UNDERGROUND LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 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:

GEORGE OLIVARES PRESIDENT

TYPE/PRINT NAME AND TITLE:

05/12/2025

DATE:

SENATE BILL 19 VERIFICATION

I, GEORGE OLIVARES, the undersigned representative of

GO UNDERGROUND 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 regulation or a directive by a regulatory agency; or*

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

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



SIGNATURE OF COMPANY REPRESENTATIVE:

GEORGE OLIVARES PRESIDENT

TYPE/PRINT NAME AND TITLE:

05/12/2025

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

GO UNDERGROUND 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.

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?

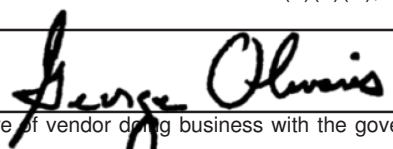
☐ Yes

☒ 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.

CDBG-DR 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project

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

05/12/2025

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: **Jorge & Joe Olivarez**

Reference Company Name: **GO Underground**

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 CHOICES ON YOUR FUTURE PROJECTS?
Yes **x** No _____

Signature: 

Printed Name: **Sual R. Munoz**

Date: **5/12/2025**



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

GO Underground, LLC
217 E. Monroe Avenue
Harlingen, TX 78550

OWNER:

(Name, legal status and address)

City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

BOND AMOUNT: Five Percent of the Greatest Amount Bid (\$ 5% G.A.B.)

PROJECT:

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

CDBG-DR 2018 Floods Chapin Pumps Rehabilitation
2025-13 Drainage Improvements Project

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

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

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

Project Number, if any:

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

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

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

Signed and sealed this 13th day of May, 2025.

(Witness)

(Witness) Agathe Baluti

GO Underground, LLC

(Principal)

(Seal)

(Title)

United States Fire Insurance Company

(Surety)

(Seal)

(Title)

Neira Hernandez, Attorney-in-Fact

Init.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

02485

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox,
Russ Frenzel, John A. Aboumrad, Yamillec Ramos, Cynthia Alford, Neira Hernandez, Kristi Meek

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

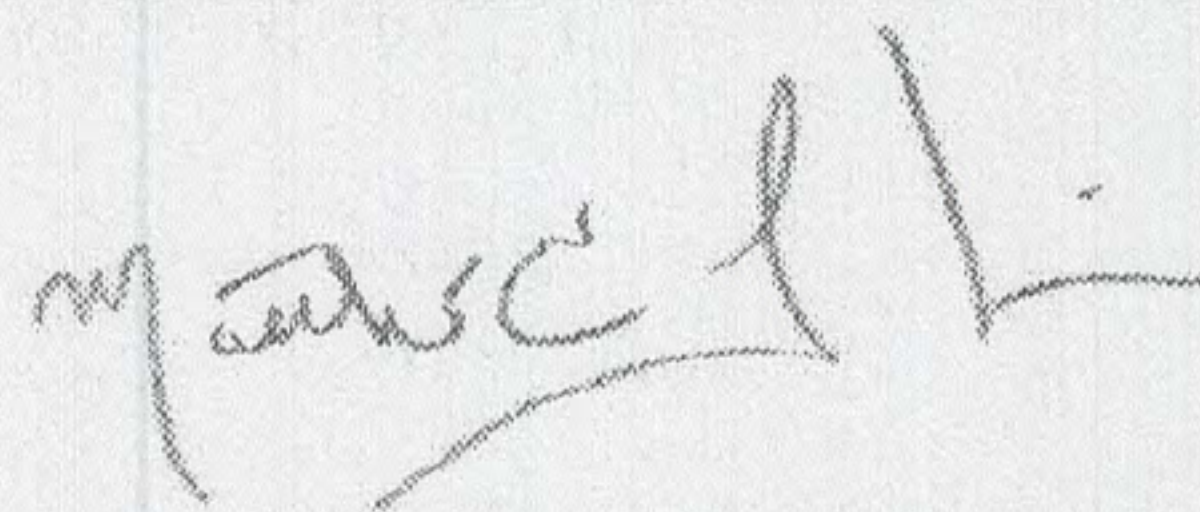
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

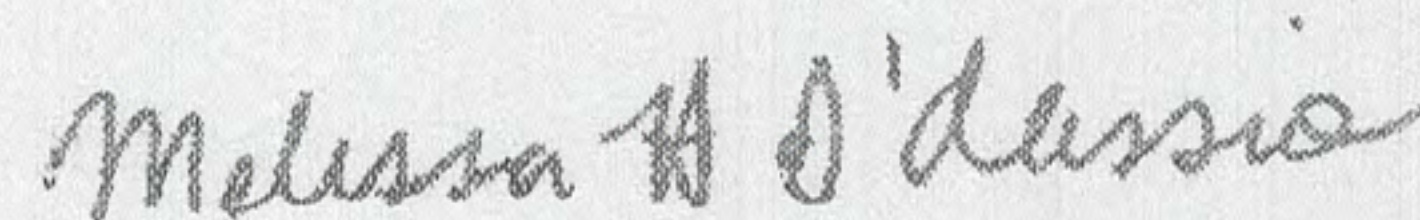
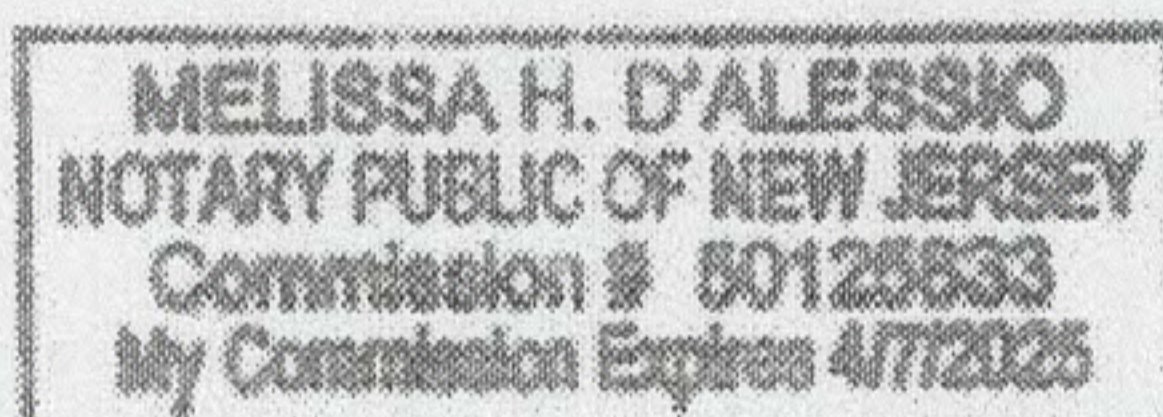


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

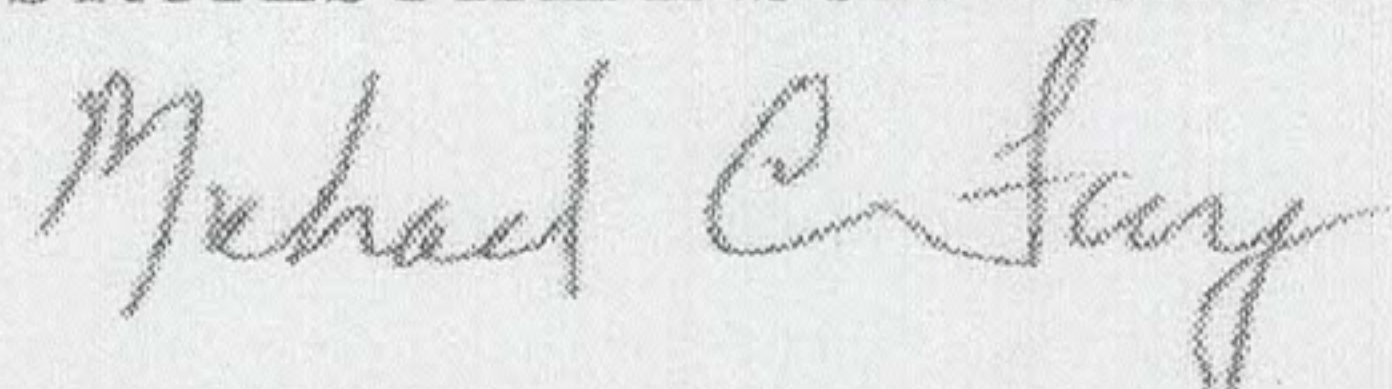


Melissa H. D'Alessio (Notary Public)

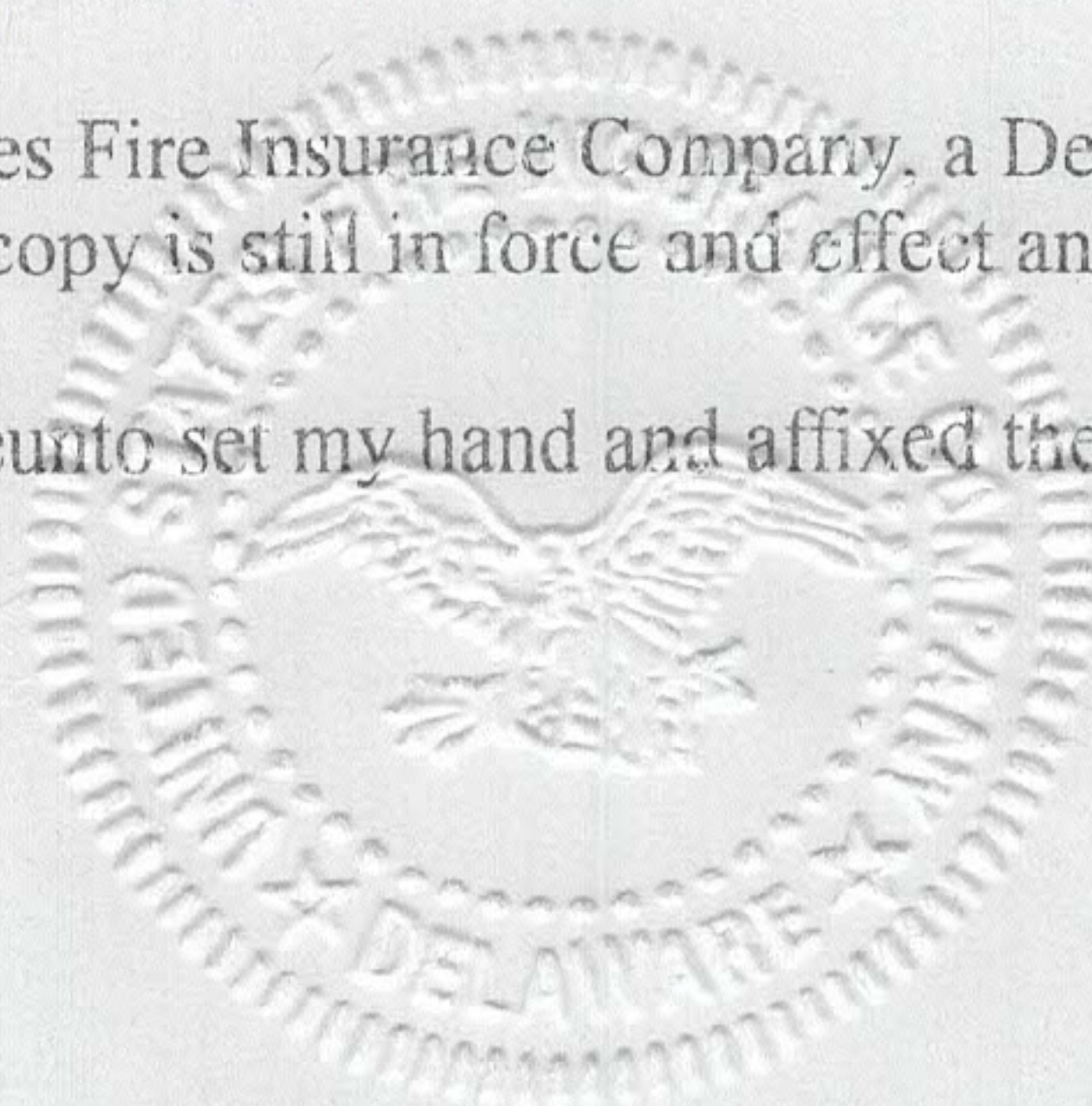
I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 13th day of May 2025.

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President





CRUM & FORSTER®

A FAIRFAX COMPANY

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact **Steven Krumm** for information or to make a complaint at:

Steven.Krumm@cfins.com

or

215-982-3528

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:

PO Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

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.

September 2016

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	GO UNDERGROUND LLC		
Corporate Office			
Name:	GEORGE OLIVARES	Phone number:	956-412-6100
Title:	PRESIDENT	Email address:	goexcavate@yahoo.com
Business address of corporate office:	211 W JEFFERSON AVE STE. 7		
	HARLINGEN TX 78550		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☒ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	08/28/02	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:	GEORGE OLIVARES	Title:	PRESIDENT
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	\$ 122,000,000
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

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

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

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

Certification	Certifying Agency	Certification Date
☒ Disadvantaged Business Enterprise	TXDOT	
☐ 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:	JOSE OLIVARES	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	OSHA	

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

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

ARTICLE 6—SURETY INFORMATION

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

Surety Name:	UNITED STATES FIRE INSURANCE COMPANY		
Surety is a corporation organized and existing under the laws of the state of:	YES		
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):	305 MADISON AVE		
	MORRISTOWN, NJ 07960		

Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
HIGGINBOTHAM INSURANCE AGENCY INC		COMMERCIAL GENERAL LIABILITY	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):	1400 N MCCOLL RD SUITE 105		
	MCALLEN TX 78501		
Physical Address (principal place of business):			
Phone (main):	956-682-9423	Phone (claims):	956-682-9423

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:	45
Estimate of revenue for the current year:	4,000,000
Estimate of revenue for the previous year:	19,000,000

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

Years of experience with projects like the proposed project: 17			
As a general contractor:	15	As a joint venturer:	17
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.

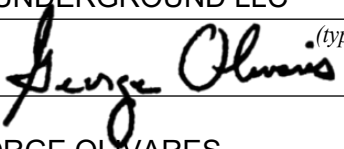
ARTICLE 9—REQUIRED ATTACHMENTS

- 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: GO UNDERGROUND LLC

(typed or printed name of organization)

By: 

(individual's signature)

Name: GEORGE OLIVARES

(typed or printed)

Title: PRESIDENT
(typed or printed)

Date: 05/12/2025
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
211 W JEFFERSON AVE STE. 7
HARLINGEN TX 78550

Designated Representative:

Name: SOLEDAD BRAVO
(typed or printed)

Title: OFFICE MANAGER
(typed or printed)

Address: 211 W JEFFERSON AVE STE. 7
HARLINGEN TX 78550

Phone: 956-412-6100

Email: goexcavate@yahoo.com

SEE ATTACHED LIST

**STATEMENT OF
BIDDER'S QUALIFICATIONS**

CITY OF EDINBURG

Schedule A—Current Projects

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

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

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

Schedule B—Previous Experience with Similar Projects

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

Schedule B—Previous Experience with Similar Projects

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

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

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

Schedule C—Key Individuals

Project Manager			
Name of individual		JOSE OLIVARES	
Years of experience as project manager		10 YEARS	
Years of experience with this organization		15 YEARS	
Number of similar projects as project manager		7 YEARS	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
US 281 & FM 88 DRAINAGE IMPROVEMENTS		50%	04/2025
LAS MILPAS ROAD DRAINAGE, BRIDGE, DRAINAGE		50%	06/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	SAUL MUNOZ	Name	SAUL MUNOZ
Title/Position	DIRECTOR OF CONSTRUCTION	Title/Position	DIRECTOR OF CONSTRUCTION
Organization	B2Z ENGINEERING	Organization	B2Z ENGINEERING
Telephone	956-650-9114	Telephone	956-650-9114
Email	SAUL@B2ZENG.COM	Email	SAUL@B2ZENG.COM
Project	LAS MILPAS ROAD DRAINAGE, BRIDGE,	Project	US 281 & FM 88 DRAINAGE IMPROVEMENTS
Candidate's role on project	DIRECTOR OF CONSTRUCTION	Candidate's role on project	DIRECTOR OF CONSTRUCTION
Project Superintendent			
Name of individual		ORLANDO AMARO	
Years of experience as project superintendent		5 YEARS	
Years of experience with this organization		15 YEARS	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
DICKER RD RECONSTRUCTION		25	01/2022
DAFFODIL ROADWAY IMPROVEMENTS		25	09/2024
DOVE AVE ROAD WAY IMPROVEMENTS		25	09/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	SAUL MUNOZ	Name	JORGE GUTIERREZ
Title/Position	DIRECTOR OF CONSTRUCTION	Title/Position	CITY ENGINEER
Organization	B2Z ENGINEERING	Organization	CITY OF MCALLEN
Telephone	956-650-9114	Telephone	956-681-1151
Email	SAUL@B2ZENG.COM	Email	JORGE.GUTIERREZ@MCALLEN.NET
Project	DICKER RD RECONSTRUCTION	Project	DOVE AND DAFFODIL PROJECTS
Candidate's role on project	DIRECTOR OF CONSTRUCTION	Candidate's role on project	CITY ENGINEER

Safety Manager			
Name of individual		JOSE OLIVARES	
Years of experience as project manager		SEE PROJECT MANAGER INFO	
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	



2022-2024 COMPLETED PROJECTS

Project Name: STP 1902(311) FM 1847 Cameron CN:1801-02-017

Type of Project:

Date(s) 8/8/2019-01/31/2022 **COMPLETE**

Project Size: Large

Contract Amount: \$ 1,451,593.25

Location of Project: Cameron

Owner: TX DOT - Foremost Paving, Inc.

Owner's Contract:

Address: P.O. Box 29 Weslaco, TX 78599

Telephone Number: 956-316-8900 Jaime Farias jaime@fpitex.com

Project Name: Dicker Road Hidalgo County CSJ: 0921-02-312

Type of Project:

Date(s) 12/19/2019-01/31/2022 **COMPLETE-PENDING RETAINAGE**

Project Size: LARGE

Contract Amount: \$ 4,167,900.72

Location of Project: HIDALGO COUNTY

Owner: CITY OF MCALLEN - 2GS, LLC

Owner's Contract:

Address: P.O. Box 595 Penitas, Tx 78576

Telephone Number: 956-424-3414 Humberto Garcia beto@2gsllc.com

Project Name: Jefferson Drainage Improvements

Type of Project:

Date(s) 12/19/2019-04/09/20 **COMPLETE**
Project Size: MEDIUM
Contract Amount: \$ 278,891.98
Location of Project: CAMERON
Owner:
Owner's Contract: CITY OF HARLINGEN
Address:
Telephone Number: 956-226-5223 Andy Vigstol avigstol@myharlingen.us

Type of Project: Port of Harlingen Authority 2020 Road and Truck Queing Area Improvements

Date(s) 3/22/2021-04/30/2022 **COMPLETE**
Project Size: LARGE
Contract Amount: \$ 890,187.11
Location of Project: CAMERON
Owner: Port of Harlingen Authority - Clore Equipment
Owner's Contract:
Address: 21220 FM 1420 Harlingen, TX
Telephone Number: 956-748-4713 Juan Gonzalez, Jr. juan@cloreconstruction.com

Type of Project: 2019 Weslaco Water & Sewer Improvements 5019-80-0310-5000-8000-UCP-GVG

Date(s) 2/12/2022-05/18/2022 **COMPLETE**
Project Size: Small
Contract Amount: \$ 276,605.11
Location of Project: Hidalgo County
Owner: Hidalgo County Urban County Program-Cruz Gogan Engineers
Owner's Contract:
Address: 1916 Tesoro Street Pharr, TX 78577
Telephone Number: 956-787-8127 Marcus Cruz marcus@cruzhogan.net

Type of Project: Bayview Irrigation District Main Canal Pipeline Conversion

Date(s) 11/30/2021-06/01/22 **COMPLETE**
Project Size: Medium
Contract Amount: \$ 659,032.20
Location of Project: Cameron County
Owner: Bayview Irrigation District-Mooreland Surveying
Owner's Contract:
Address: 10 S. San Roan Rd Los Fresnos, Tx 78566
Telephone Number: 956-245-4651 Dustin Moore d.moorelandsurveying@gmail.com

Project Name: 2018 Bond-Group A Drainage Improvements-bicentennial Blueline Harvey Ave to Tamarck Ave. Bridge Improvements: Project No. 06-20-C23-325

Type of Project:

Date(s) 7/3/2020-08/28/2023 **COMPLETE**

Project Size: Large

Contract Amount: \$ 469,293.74

Location of Project: Hidalgo

Owner: City of McAllen

Owner's Contract:

Address: 1300 Houston Ave. McAllen, T 78501

Telephone Number: 956-681-1151 Jorge Gutierrez

jorge.gutierrez@mcallen.net

Type of Project: NH 2021 (193) Cameron SH 100

Date(s) 11/10/2020-10/24/23 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 115,831.00

Location of Project: CAMERON

Owner: TX DOT - 2GS, LLC.

Owner's Contract:

Address: P.O BOX 595 PENITAS, TX 78576

Telephone Number: 956-424-3414 Humberto Garcia

beto@2gsllc.com

Type of Project: Bradwell Subdivision

Date(s) 04/25/22-09/12/2023 **COMPLETE**

Project Size: Medium

Contract Amount: \$ 210,000.00

Location of Project: Cameron

Owner: Gracie & Scott Bradwell

Owner's Contract:

Address: 27043 Baker Potts Rd. Harlingen, Tx 78552

Telephone Number: 956-792-4542 Gracie Bradwell gbrad2000@gmail.com

Type of Project: Daffodil Ave. Roadway Widening mprovements 04-22-C28-338

Date(s) 5/26/2022-09/20/24 **COMPLETE**

Project Size: Large

Contract Amount: \$ 5,535,400.32

Location of Project: Hidalgo

Owner: City of McAllen

Owner's Contract:

Address: 1300 Houston Ave. McAllen, T 78501

Telephone Number: 956-681-1151 Juan De La Cruz

jdelacruz@mcallen.net

Type of Project: Highway 281 and FM 88-2018 Bond Referendum Project No. 14 CSP HCDD1-22-019-04-20-RFV

Date(s) 6/28/2022-08-20-24 **COMPLETE**

Project Size: Large

Contract Amount: \$ 1,475,360.00

Location of Project: Hidalgo

Owner: HCDD1

Owner's Contract:

Address: Cruz-Hogan Consultants 2290 W. Pike Blvd, Ste. 02 Weslaco, Tx 78596

Telephone Number: 956-854-4227 Orlando Cruz orlando@cruzhogan.net

Type of Project: 09-22-C46-493 DOVE AVENUE ROADWAY & DRAINAGE IMPROVEMENTS

Date(s) 11/14/2022-09/20/24 **COMPLETE**

Project Size: Large

Contract Amount: \$ 3,258,584.74

Location of Project: Hidalgo

Owner: City of McAllen

Owner's Contract:

Address: 1300 Houston Ave. McAllen, T 78501

Telephone Number: 956-681-1151 Eduardo Mendoza edmendoza@mcallen.net

**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 MAY, 2025.

GO UNDERGROUND LLC

Name of Bidder

George Olivas

Signature of Bidder

PRESIDENT

Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

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

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

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

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
SEE ATTACHED LIST COMPANY OWNED AND AVAILABLE FOR THIS PROJECT		

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

[illegible]

BIDDER

Executed this: 12 Day of : MAY 20. 25

By: George Olivas BIDDER

Title: PRESIDENT

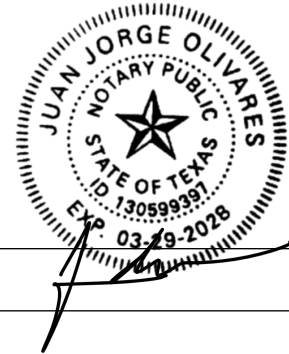
NOTARY PUBLIC

State of Texas

County of: HIDALGO

Subscribed and sworn to before me this: 05/12/2025

NOTARY PUBLIC



END OF SECTION

Company Equipment

#	Model Year	Description	ID	Serial#
1	2001	JD Excavator	230LC	FD230CX600534
2	2002	410G JD Wheel Loader Backhoe	91033	t0410gx910533
3	2006	JD Loader	624J	DW624JZ605191
4	2006	JD Excavator	350D	FF350DX805233
5	2006	Backhoe Loader	410G	T0410GX960254
6	2006	JD Backhoe Loader	410G	T0410GX960248
7	2006	JD Wheel Loader	624J	DW624JZ608626
8	2006	JD Excavator	350	FF350DX805907
9	2002	JD Excavator	200CLC	FF200CX503436
10	1999	Bomag 47 Padfoot Roller		A219C2045V
11	2006	Champion 540 Padfoot Roller		X100385X
12	2006	Dynapac Padfoot Vibratory		NR6970373
13	2006	JD Excavator	330CLC	FF330CX083074
14	2006	JD Wheel Loader	624H	DW624HX581480
15		Lamore Broom	Model 8B	SN#24412
16	1998	Champion Motorgrader	C86A AWD	SN#200585
17		Ingersol Rand Forklift		
18	2014	Multiquip Vibratory Roller	AR13HA Tandem	SN#140501
19	2013	Volvo 4x4 Loader Backhoe	BL60B	SN#VCED60BT02122391
20	1999	Ingersoll-Rand Vibratory Padfoot Compactor	SD100F Propac	SN#161457
21	1998	Ferguson Roller	Model 46-14	SN#3996
22		Concrete Paving machine		
23	2013	Witzco Challenger	Lowboy	1W8A11E38DS000334
24		Ingersol Rand Compactor	SD40F	SN166681
25		Bomag Trench Compactor	BMP851	
26		Broce Broom Sweeper	RJ350	SN#89901
27		Hitachi Longreach	ZX200LC	SM#1G6P101512
28	2019	JD EXCAVATOR	50G	1FF050GXCKH290068
29	2017	JD Excavator	380 GLC	1FF380GXHHF9000212
30	2018	JD EXCAVATOR	210GLC	1FF210GXJJF525744

31	2005	Ingersoll Rand	Padfoot Roller sd-77f tf	SN#177352
32	2019	JD Wheel Loader	624L	1DW624LZCKF701637
33	2015	Laymor Sweepmaster	400 Sweeper	36451
34	2018	JD Excavator	250GLC	1FF250GXTJF610812
35	2012	VOLVO TRACK EXCAVATOR	EC700CL	SNVCEC700CJ00110150
36	2011	CAT Double Drum Roller	CB54XW	CAT0CB54CJLM00495
37	2007	STONE Padfoot Drum Compactor	PD43	SN232007002
38		Cedarapids Wheel Asphalt Paver	CR452	SNTRX00452E0K9L0101
39	2017	JD Motorgrader	672G	1DW672GXTGF677940
40		Taylor Cushion Tire Forklift	TY14BW	SN#11181560
41	2013	Ditch Witch RT-13	WALK BEHIND TRENCHER	SN#16XVD0000451
42	2022	Volvo	L110H	612492
43	1998	Bomag Pneumatic Roller	BW11RH	SN#A222C1597V
44	2018	Caterpillar Excavator	320GC HYD	CAT00320AKTN00391
45	2020	Caterpillar Backhoe Loader	416	SN#OOPS
46	1999	JD Wheel Loader	544H	SN#574014
47	2008	Bomag	BW213PDH- 40	901582571128
48	2013	Volvo	DD25	VCE00D25H0H650779
49	2015`	JD	310KEP	1T0310EKHFG276027
50		Kubota Hyd Excavator	KX91 352	43100
51	2019	Kubota TRACTOR	M7-171	M7171H10277
52	2022	Gamaco Crawler Curb Machine	GT3200	907100003
53	2022	JDMastless Grade	SmartGrade	1T05G96XJN0000326
54	2022	JD Compact Track Loader	333G	1T0333GMHPF438207
55	2015	JD Motor Grader	772GP	664160
56	2013	Volvo Motor Grader		VCEG930BH05576077
57	2007	Dynapac PadfootCompactor	CA250PD	10000108C0D007729
58	2006	Roadtec Tracked Cold Planer	RX900	CH90086157
59	2023	Gamaco Crawler Curb Machine	GT3200	907100003

Company Trucks

#	Model Year	Make	Model	Body Type	VIN
1	1993	International	G4900	Water Truck	1HTSG0003PH512807
2	1996	Big Tex	Flatbed	Trailer	1234
3	1992	Ford	L800	Water Truck	1FDZY82A6NVA36561
4	1989	Ford	Conventional	Water Truck	1FDYY82A7KVA55255
5	1987	Ford		Water Truck	1FTYR82A4HVA06962
6	2009	International	5900i	Truck/Tractor	1HSXRAPT69J047803
7	2007	Ford	F150	TRUCK	1FTRF12277KC86243
8	2016	GMC	SIERRA 3500	TRUCK	1GD42VCG4GF108349
9	2016	GMC	SIERRA 3500	TRUCK	1GD42VCG0GF209811
10	2018	GMC	SIERRA 1500	TRUCK	3GTU2NEC23G444313
11	2018	FORD	F250	TRUCK	1FT7W2BT5JEB71556
12	2019	GMC	SIERRA LIM	TRUCK	2GTR1LEC0K1225177
13	2018	CHEVROLET	SILVERADO 3500	FLATBED TRUCK	1GB4KYCY0JF201881
14	2003	BIG TEX 16' UT	GOOSENECK	TRAILER	4K8GX242131610824
15	2020	FORD	F350 SD	TRUCK	1FD8W3HN4LEC24927
16	1996	BIG TEX	UT	TRAILER	4K8GX2028T1311823
17	2006	international	7500	water truck	SN1HTWNAZR06J329337
18	2014	Ford	F150	XL 4x2	sn1ftnf1cf0ekd48323
19	2007	BIG TEX	UTILITY TRL	12PI-18 18FT	SN#16VPX182272382230
20	2015	KEARNEY	UTILITY TRL	18FT	SN#5LCLB1828F1038806
21	2008	BIG TEX	UTILITY TRL	12PI-18 18FT	SN#16VPX182981312026
22	1982	Progress	SST-DC	TANKER TRL	B32053
23	2018	Dodge Ram	5500 4x4 HD	CREW CAB FL TK	3C7WRNEL0JG269504
24	2015	CHEVROLET	Silverado K150	TRUCK	1GCVKPEC4FZ296267
25	2016	Freightliner	Dump Truck		1FUGGEDY4GLGP8963
26	2016	Freightliner	Dump Truck		1FUGGEDV1GLHB3874
27	2021	CHEVROLET	Silverado	CREW CAB FL TK	1GB4YSE79MF237976

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[GO UNDERGROUND LLC]

[05/12/2025]

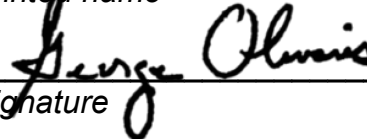
[GO UNDERGROUND LLC
211 W JEFFERSON AVE STE.7
HARLINGEN TX 78550

Dear [CITY OF EDINBURG

The undersigned party certifies that [GO UNDERGROUND 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.

GEORGE OLIVARES

Printed name*Signature*

PRESIDENT

Position in bidding company

05/12/2025

Date

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
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 <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
<i>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.</i>	

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

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

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

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
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
By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>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.</i>	

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

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

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

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

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

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS

§
§ KNOW ALL MEN BY THESE PRESENTS:THE COUNTY OF HIDALGO**BEFORE ME**, the undersigned authority, on this day personally appearedGEORGE OLIVARES, who

[Affiant]

being by me duly sworn on his oath stated that he is PRESIDENT, of
[Title]GO UNDERGROUND LLC

[Contractor's Company Name]

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



[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 05/12/2025.
[Date]



[Notary Seal]



Notary Public in and for the State of TEXAS
JUAN OLIVARES

[Print or type Notary Public name]

My Commission Expires: 03-29-2028
[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: _____

State of Incorporation: _____

Mailing Address: _____

- 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: GO UNDERGROUND LLC

Mailing Address: 211 W JEFFERSON AVE STE. 7 HARLINGEN TX 78550

- 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.*

GEORGE OLIVARES PRESIDENT

[Typed Name and Title of Authorized Representative]


[Signature of Authorized Representative]

05/12/2025

[Typed Date]

END OF DOCUMENT

Document 00640

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

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

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

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

GO UNDERGROUND LLC

[Typed Name of Company:]

GEORGE OLIVARES PRESIDENT

[Typed Name & Title of Authorized Representative]


[Signature of Authorized Representative]

05/12/2025

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND ACTIVATION

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

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
☒ Yes ☐ No
2. If so, please provide you organizations **Unique Entity ID (UEI#)**: WFJFZRSPJK42

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

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

What is the UEI?

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

How do I register with SAM?

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



CONFLICT OF INTEREST

DISCLOSURE

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

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

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

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:

05/12/2025

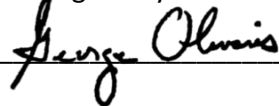
Company/Vendor Name:

GO UNDERGROUND LLC

Printed Name and Title:

GEORGE OLIVARES PRESIDENT

Authorized Signatory:





**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AFFIDAVIT REGARDING CONFLICT OF INTEREST**

Acknowledgement:

I, the undersigned, certify that I have read and understand the conflict of interest regulations by the US Department of Housing and Urban Development, Community Development Block Grant Program, including 24 CFR Part 570.611:

24 CFR Part 570.611 (b) Conflicts prohibit. No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

24 CFR Part 570.611 (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official to the recipient, or of any designated public agencies, or of subrecipients that are receiving CDBG funds.

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:

05/13/2025

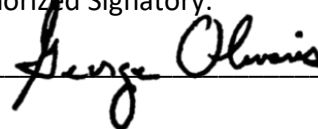
Company/Vendor Name:

GO UNDERGROUND LLC

Printed Name and Title:

GEORGE OLIVARES

Authorized Signatory:



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

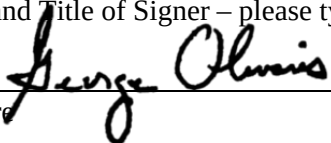
Bidder's Name: GO UNDERGROUND LLC

Address and Zip Code: 211 W JEFFERSON AVE STE. 7
HARLINGEN TX 78550

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
Yes X No _____ (If answer is yes, identify the most recent contract)
CITY OF LA FERIA PH 1 DRAINAGE IMPROVEMENTS
2. Compliance reports were required to be filed in connection with such contract or subcontract.
LYFORD SIDEWALK IMPROVEMENTS
Yes X No _____ (If answer is yes, identify the most recent contract)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes _____ No _____ None Required X
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

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

GEORGE OLIVARES PRESIDENT
(Name and Title of Signer – please type)

 05/12/2025
Signature Date

HUD 4238

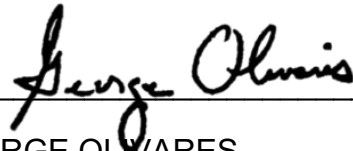
CLEAN AIR AND WATER CERTIFICATION

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

The Respondent certifies that:

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

Signature of Contractor's Authorized Official: _____



Name of Contractor's Authorized Official: GEORGE OLIVARES

Title of Contractor's Authorized Official: PRESIDENT

Date: 05/12/2025

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

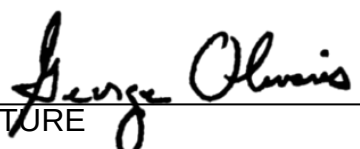
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

GEORGE OLIVARES

NAME



SIGNATURE

PRESIDENT

TITLE

05/12/2025

DATE

NON-COLLUSION AFFIDAVIT RESPONDENTS

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

GEORGE OLIVARES, being the first duly sworn, deposes and says that:

1. He/she is PRESIDENT GO UNDERGROUND LLC
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;

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

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

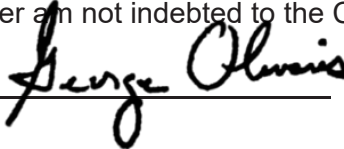
4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham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

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

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

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

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

Signature:  Date: 05/12/2025

Title: PRESIDENT

CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR**DESIGNATING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES**

Project Name: CDBG-DR 2018 Floods Chapin Pumps
Rehabilitation Drainage Improvements Project Date: 05/12/2025

Location: CITY OF EDINBURG Project No.: 2025-13

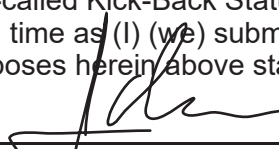
(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor)

for GO UNDERGROUND LLC in connection with
(Specify "General Construction," "Plumbing," "Roofing," etc.)

construction of the above-mentioned CDBG Project, and that (I) (we) have appointed

JUAN OLIVARES, whose signature appears below, to supervise the payment

of (my) (our) employees beginning _____, 2025: That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Edinburg a new certificate appointing some other person for the purposes herein above stated.

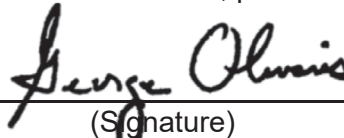


(Signature of Appointee)

GO UNDERGROUND LLC

(Name of Firm or Corporation)

List with signatures all owners, partners, and/or officers of the Corporation below:



(Signature)

PRESIDENT

(Title)

(Signature)

(Title)

(Signature)

(Title)

NOTE: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner or officer of the Corporation whose signature appears above.

2 CFR Part 200, Appendix II (L)
200.322 Domestic Preference for Procurements

Applicability to Contracts

Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

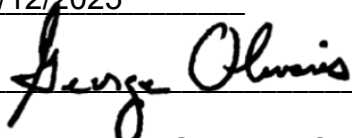
Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to this rule, when federal funds are expended the vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The bidder or offeror hereby certifies that it will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The bidder further certifies that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award.

Date: 05/12/2025

Signature: 

Company Name: GO UNDERGROUND LLC

Title: PRESIDENT

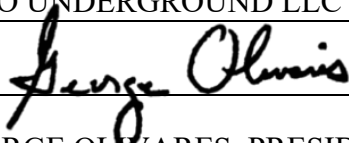
CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: GO UNDERGROUND LLC

SIGNED BY: 

Print Name & Title: GEORGE OLIVARES PRESIDENT

Date Signed: 05/12/2025

The following definitions apply to this state statute:

(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 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 business associations that exists to make a profit.

By signing below, Contractor hereby certifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- ☒ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2252

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153.

The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

By signing below, I certify that I am an adult over the age of eighteen (18) years of age and that pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, **the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended.**

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Edinburg.

Print Company Name: GO UNDERGROUND LLC

Signed By: _____

Title: _____

Date Signed: _____

George Olivas

PRESIDENT

05/13/2025

This content is from the eCFR and is authoritative but unofficial.

Title 2 — Federal Financial Assistance

Subtitle A — Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II — Office of Management and Budget Guidance

Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Contractor's Guide to Prevailing Wage Requirements



U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON

LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

*January 2012
Previous versions obsolete*

HUD Form 4230A
Report Additional Classification Rate

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (name and address of requesting agency)

City of Edinburg
415 W. University Drive
Edinburg TX 78541

2. PROJECT NAME AND NUMBER

3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT

5. CHARACTER OF CONSTRUCTION

- ☐ Building ☐ Residential
☐ Heavy ☐ Other (specify)
☐ Highway

6. WAGE DECISION NO. (include modification number, if any)

☐ COPY ATTACHED

7. WAGE DECISION EFFECTIVE DATE

8. WORK CLASSIFICATION(S)

HOURLY WAGE RATES

BASIC WAGE

FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)

10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)

Check All That Apply:

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

Check One:

- ☐ Approved, meets all criteria. DOL confirmation requested.
- ☐ One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

Michelle L. Mendoza

Agency Representative
(Typed name and signature)

Date

956-388-8206

Phone Number

FOR HUD USE ONLY
LR2000:

Log in:

Log out:

Sample Payroll and other Employer Documentation

INSTRUCTIONS FOR PREPARATION OF PAYROLL FORM WH-347

1. Make certain all items in the heading are completed, including payroll number and project number. (Shaded area of Form)
2. Include the name, address, and social security number of each employee the first time such employee is listed on a payroll report.
3. For equipment operators and truck drivers, include a brief but clear description of the equipment the employee is operating. (This is to be shown on each payroll report.)
4. Show the hours and the wages actually worked on the project separate from the employees' total wages for the week. To illustrate: "John Doe" worked on the project 18 hours and on other projects for the same contractor 22 hours. $(18 \times \$6.45 = \$116.10 \text{ earned this project, } \$239.30 \text{ gross amount earned all projects.})$
5. When fringe benefits are sent to an approved program, they need not be included in the rate of pay. Employees John Johnson and Bill Thomas illustrate this point. John Johnson receives \$5.90 per hour, an additional \$0.66 is being sent to approved plan - indicated by marking box (a) of paragraph (4) on the Statement of Compliance. Cement Mason, Bill Thomas receives the fringe benefits required in cash - the total rate of pay shown must be equal to the wage rate for that classification plus fringe benefits. \$5.90 (wage rate) plus \$0.66 (fringe) - \$6.56 indicated by marking box (b) of paragraph (4) on the Statement of Compliance.
6. When an individual performs work on the project in more than one classification within the same workweek, have that individual sign the payroll report by his name or submit a copy of his time card with the payroll report if a lower rate of pay per hour is applicable. The employee must be entered on the payroll separately for each classification he/she performed in. Employee Tom Thompson illustrates this point.
7. When a valid subcontractor works with his employees on the job, he will be listed with his employees on each payroll. However, he need only show his name as owner. EXAMPLE: I.M. Boss (Owner). If the subcontractor has no employees and performs alone on the project, he should submit a letter stating that he is the owner and has no employees. He/she must still submit a time sheet. When working owners/ operators (partners, co-owners, corporation officers, etc.) perform work on the project, they must show daily and total hours worked (Always show exact work classification.)
8. Submit an apprenticeship certification with the payroll report on which apprentice IS FIRST REPORTED. Indicate step of apprenticeship and what percentage of the journeyman wage he is receiving.

9. It is the General Contractor's responsibility to submit correct payrolls. The General Contractor should therefore compare the wage rate shown on EACH SUBCONTRACTOR'S payroll with the required rate shown on the wage determination for this project. If there are underpayments, restitution should be required and the payroll report corrected prior to submitting it to the Contracting Agency.
10. Payroll Form: Contractors are urged to use the Department of Labor Form WH-347, Payroll. The text of the "weekly statement with respect to the payment of wages," which is required by regulations of the Secretary of Labor, appears in EXHIBIT VIII-T, (Department of Labor Form WH-348). A contractor may use an appropriate payroll form of his own choice, but he must report ALL required items of information and he must attach a copy of the weekly statement, using either Department of Labor Form WH-348, Statement of Compliance, which contains the weekly statement and related instructions, or any form containing the statement in the identical wording contained in Forms WH-347 and WH-348.
11. In the event any contractor sees he will be employing a trade for which a wage is not listed on the wage determination, it should be brought immediately to the attention of the Contracting Agency so that a wage rate determination for that trade can be made at the earliest possible date. A HUD 4230A, EXHIBIT VIII-E, should be completed, so that a rate can be established.
12. Submission of Payrolls: Each contractor or subcontractor shall submit to the Contracting Agency a completed payroll for EACH WORKWEEK FROM THE TIME HE BEGINS WORK ON A PROJECT UNTIL WORK IS COMPLETED. The initial and final payrolls shall be identified accordingly. If no work is done on the project during a given week, submit a certified payroll stating "no work this week."

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐

ADDRESS

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO.
Number Wage Restituion

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said _____
_____ from the full
(Contractor or Subcontractor)
weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

SAMPLE REPORT

PAYROLL

(For Contractor's Optional Use; See Instruction,
Form WH-347 Inst.)

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐ ACES CONSTRUCTION COMPANY, INC.										ADDRESS 1776 America Street; Anytown, Montana 59604											
PAYROLL NO #1 (Show # and FINAL at end)					FOR WEEK ENDING July 4, 1983					PROJECT AND LOCATION Happy Valley Manor - Anytown, MT 59604					PROJECT OR CONTRACT NO. 101-35075-PM-WAH-18						
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK	
				S	M	T	W	TH	F	S				FICA	WITH- HOLDING TAX	STATE W / H	VAC FUND	* OTHER	TOTAL DEDUCTIONS		
				28	29	30	1	2	3	4											
				HOURS WORKED EACH DAY																	
(2) John Doe 521-44-7086 1974 Clark Ave. Downtown, MT 59624	1	Foreman Carpenter **	O		2	2	1			1		6	10.95		** A working foreman is one who, in addition to his supervisory duties - at least 20% - performs the work of a laborer or mechanic during a substantial part of his work week.						
			S		8	8	8	8	8				40	7.30	357.70	15.18	53.60	8.00	10.00		86.78
(3) Dick Brown 544-43-7806 Box 245 Anytown, MT 59601	2	3 cu. yd. Backhoe Operator	O																		
			S		8	8	8	8			8	40	6.00	240.00	10.00	45.00	5.00		5.00	65.00	175.00
(4) John Doe 501-44-7086 Anywhere St. Downtown, MT 59624	0	10 cu. yd. Truck Driver	O	(WORKING ON MORE THAN ONE JOB; ONE JOB IS AN FHA PROJECT, STATE: "Circled hours this project")																	
			S	4	8	2	8				18	6.45	116.10	22	6.45	239.30	10.59	48.00	7.00		65.59
(5) Bill Thomas 515-38-1005 1050 Clearbridge St. Somewhere, MT 59011	1	Cement Mason	O	(FRINGE BENEFITS)																	
			S		8	8	8			8	32	6.56	209.92	-- Fringe Benefits Paid in Cash							
(5) John Johnson 505-43-5478 515 Broadway Anytown, MT 59601	2	Cement Mason	O																		
			S		8	8	8			8	32	5.90	188.80	-- Fringe Benefits Paid Into an Approved Fund or Plan							
(6) Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903	2	Laborer	O	(DUAL CLASSIFICATION: Worker must be entered on payroll twice and sign by the lower rate of pay received.)																	
			S		4	7		8				19	4.95	94.05							
(6) Tom Tompson 505-43-5478 Box 1010 Hallelujah, MT 59903		Cement Mason	O											123.90							
			S		4	1	8		8		21	5.90	217.95	10.80	15.90	5.80	10.00		42.50	175.45	
(7) Harry Jamison 555-44-3372 Box 333 Friendly, MT 59526		(Owner) Tile Setter	O	(WORKING OWNER: Must show the daily and total hours worked on the site.)																	
			S		8	8	8	8	8		40										
(8) Joe Smith 527-38-7537 730 - 3rd Street Anytown, MT 59601	0	Apprentice Carpenter 1st Step - 55%	O	(APPRENTICES: Apprenticeship Certificate Showing Dept of Labor Certification Must Be Submitted With the First Payroll The Apprentice Appears On.)																	
			S		8	8		8	8		32	4.02	128.64	5.00	8.00	2.00			15.00	113.64	

**ALL DEDUCTIONS UNDER "OTHER" SUCH AS PURCHASES, ADVANCES, BONDS, ETC. MUST BE IDENTIFIED AND SUPPORTED BY A SIGNED STATEMENT FROM THE EMPLOYEE AUTHORIZING SUCH DEDUCTIONS WITH THE TOTAL AMOUNT AND REPAYMENT AMOUNT.

SAMPLE REPORT

Date _____

I, Samantha Sammons, Bookkeeper do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Ace Construction
Company on the Happy Valley Manor
(Contractor or Subcontractor) (Building of work)

101-35075; that during the payroll period commencing on the 28th day of
June, 19 83 and ending the 4th day of July 19 83, all persons
employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said Ace Construction
Company from the full weekly wages earned by any person and that
(Contractor or Subcontractor)

no deductions have been made either directly or indirectly from the full wages earned by any
person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle
A), Issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948, 63 Stat.
108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA, Federal, and State

Other: Vacation and Insurance

BE SURE TO INCLUDE EXPLANATION AND SIGNED STATEMENT FOR ALL "OTHER"
DEDUCTIONS.

(2) That any payrolls otherwise under this contract required to be submitted for the above
period are correct and complete; that the wage rates for laborers or mechanics contained therein
are not less than the applicable wage rates contained in any wage determination incorporated into
the contract, that the classifications set forth therein for each laborer or mechanic conform with the
work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency
exists in a State, are registered with the Bureau of Apprenticeship and Training, United States
Department of Labor.

(4) That:

John Johnson) (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS,
OR PROGRAMS

Community Development Block Grant (CDBG) Program

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic
listed in the above referenced payroll, payments of fringe benefits as listed
in the contract have been or will be made to appropriate programs for the
benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH (Bill Thomas)

☐ Each laborer or mechanic listed in the above referenced payroll has been
paid, as indicated on the payroll, an amount not less than the sum of the
applicable basic hourly wage rate plus the amount of the required fringe
benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Exceptions must be approved.	Use this space for any special
Send copy of plan.	or unusual circumstances which
	affects wages or employees.

Remarks

Additional space which can be used for explanations.

NON-COVERED JOB CLASSIFICATIONS: Workers performing the following
classifications are not subject to the prevailing wage requirements - Project
Superintendent, Project Engineer, Supervisory Foreman, Watchman, Waterboy,
Messenger, and Clerical workers such as timekeepers, payroll clerks, and
bookkeepers.

NAME AND TITLE	SIGNATURE
Samantha Simmons Bookkeeper ***	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

*** AN AUTHORIZATION FORM OR LETTER MUST BE SUBMITTED FOR ANYONE
SIGNING PAYROLLS OTHER THAN AN OFFICER OF THE COMPANY.

CDBG Administration Manual

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp.0 /30/201)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes ☐ No ☐		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	4c. Pay stub? Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

CONFIDENTIAL

8. Are you an apprentice or trainee?	Y ☐ N ☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	Y ☐ N ☐
9. Are you paid for all hours worked?	Y ☐ N ☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	Y ☐ N ☐
12a. Employee Signature		12b. Date	

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview
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Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
------------------------------------	-----------

Previous editions are obsolete

Form HUD-11 (08/2004)

PAYROLL DEDUCTION AUTHORIZATION FORM

This is authorization to the _____

_____ to deduct from my paycheck \$_____.

*This is for item number as shown below:

Repayment of

- | | |
|---------------------|--------------------------|
| 1. Loan | 7. Credit Union |
| 2. Retirement | 8. Profit Sharing |
| 3. Advance on Wages | 9. Donations to Agencies |
| 4. Savings | 10. Insurance Premiums |
| 5. Saving Bonds | 11. Union Dues |
| 6. Uniforms | |

*This deduction is to be made:

Check Appropriate Box	
☐	One Time Only
☐	Weekly
☐	Bi-Weekly
☐	For _____ Weeks
☐	

Date: _____

Employee's Signature: _____

Printed or Typed Name: _____

Project Name and Number: _____

PERMISSIBLE PAYROLL DEDUCTIONS

The “Anti-Kickback” regulations of the Copeland Act permit the following deductions from the workman’s weekly wages:

1. Where required by Federal, State or Local Statutes.
2. Bona fide payment of wages without discount of interest.
3. Deductions required by court process, provided such deduction is not in favor of the contractor, subcontractor, or any affiliated person, or where collusion exists.
4. The purchase price of United States Notes, Stamps and Bonds.
5. The repayment of loans to or the purchase of shares in, credit unions organized and operated in accordance with Federal or State statutes.
6. Contributions to a Federal Government or quasi-governmental agency.
7. The payment of dues or premiums to unaffiliated associations for medical or hospitalization insurance where the employer is not required by law to supply such benefits.
8. Contributions to the Red Cross and Community Chests.
9. Regular union initiation fees and membership dues where a collective bargaining agreement provides for such deductions. (This does not include work permits or special assessments.)

STATEMENT OF NON-PERFORMANCE

Payroll Number: _____

I, _____, _____ do hereby state that
(Name of Signatory party) (Title)

NO PERSONS employed by _____ performed work on
(Name of submitting company)

the construction project known as _____

for the payroll period commencing on the _____ day of _____,
(1st date of week) (month)

and ending on the _____ day of _____.
(last date of week) (month)

Signature of Authorized Person

Date

***THIS STATEMENT IS NOT REQUIRED TO BE SUBMITTED UNTIL AFTER
SUBMISSION OF THE INITIAL PAYROLL REPORT**

Superseded General Decision Number: TX20240003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

SUTX2011-003 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving & Structures)...\$ 12.46 **

FORM BUILDER/FORM SETTER
(Structures).....\$ 12.30 **

FORM SETTER (Paving & Curb).....\$ 12.16 **

LABORER
Asphalt Raker.....\$ 10.61 **
Flagger.....\$ 9.10 **
Laborer, Common.....\$ 9.86 **
Laborer, Utility.....\$ 11.53 **
Pipelayer.....\$ 11.87 **

Work Zone Barricade
Servicer.....\$ 12.88 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 13.48 **
Asphalt Paving Machine.....\$ 12.25 **
Broom or Sweeper.....\$ 10.33 **
Crane, Lattice Boom 80
Tons or Less.....\$ 14.39 **
Crawler Tractor.....\$ 16.63 **
Excavator, 50,000 lbs or
less.....\$ 12.56 **
Excavator, over 50,000 lbs..\$ 15.23 **
Foundation Drill, Truck
Mounted.....\$ 16.86 **
Front End Loader Operator,
Over 3 CY.....\$ 13.69 **
Front End Loader, 3 CY or
less.....\$ 13.49 **
Loader/Backhoe.....\$ 12.77 **
Mechanic.....\$ 15.47 **
Milling Machine.....\$ 14.64 **
Motor Grader Operator,
Rough.....\$ 14.62 **
Motor Grader, Fine Grade...\$ 16.52 **
Scraper.....\$ 11.07 **

Servicer.....\$ 12.34 **

Steel Worker (Reinforcing).....\$ 14.07 **

TRUCK DRIVER

Lowboy-Float.....\$ 13.63 **
Single Axle.....\$ 10.82 **
Single or Tandem Axle Dump..\$ 14.53 **
Tandem Axle Tractor with
Semi Trailer.....\$ 12.12 **

WELDER.....\$ 14.02 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.75) or 13658
(\$13.30). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were

adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"



SECTION 3 REQUIREMENTS

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 which ensures that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low and very low-income persons.

The City of Edinburg is committed to promoting employment, contracting, and training opportunities to low and very low income individuals and to business concerns who employ such individuals.

WHICH CITY OF EDINBURG PROJECTS ARE SUBJECT TO SECTION 3 REQUIREMENTS?

Section 3 projects include housing rehabilitation, housing construction and other public construction (infrastructure, public facilities, park improvements etc.) assisted under the Community Development Block Grant Program (CDBG) when the total funding amount exceeds \$200,000.

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last 6 months:

1. At least 51% owned and controlled by low or very low income persons; or
2. Over 75% of the labor hours performed for the business over the prior 3-month period were performed by Section 3 workers; or
3. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

If your business meets the criteria as noted above, please register as a Section 3 Business Concern on the HUD Section 3 Business Registry database here:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>

*Please note that registry on this database DOES NOT GUARANTEE contract preference. The City of Edinburg must still review and verify the attached certifications and provide final approval.

If you have questions or need assistance, please contact the Grants Administration Department at (956) 388-8206.

WHO IS A LOW INCOME PERSON?

To determine if a person is considered low-income, please refer to the HUD Individual Income Limits included in the attached Section 3 Eligibility Guidelines.

WHO IS A "SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD; or
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild Participant.

WHO IS A "TARGETED SECTION 3 WORKER"?

A Section 3 worker is any worker who currently meets, or when hired within the past 5 years met, at least one of the following categories:

1. The worker is employed by a Section 3 Business Concern; or
2. Currently meets or when hired met, at least one of the following, documented within the past 5 years:
 - Living in the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - Is a YouthBuild Participant.

Information Regarding the Use of Minority-Owned and/or Women-Owned Businesses

Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers.

Minority Business Development Agency <https://www.mbda.gov/>

Minority Business Development Center San Antonio
Jacqueline Jackson
501 W. Cesar E. Chavez Blvd., Suite 3.324B
San Antonio, TX 78207
Phone: 210-458-2458
Email: jacqueline.jackson@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Centers.

Small Business Development Center <https://americassbdc.org/find-your-sbdc/>

The University of Texas Rio Grande Valley SBDC
Maria Juarez, Director
1407 E. Freddy Gonzalez Dr.
Edinburg, TX 78539
Phone: 956-665-7535
Email: maria.juarez@utrgv.edu
Web Site: <https://https://www.utrgv.edu/sbdc>

University of Houston-Victoria SBDC
Lindsay Young, Director
1604 E. Airline
Victoria, TX 77901 - [View Map](#)
Phone: 361-485-4485
Email: youngle@uhv.edu
Web Site: <https://https://www.uhv.edu/small-business/>

Del Mar College SBDC
Ann Fierova, Director
3209 S. Staples
Corpus Christi, TX 78404 - [View Map](#)
Phone: 361-698-1021
Email: afierova@delmar.edu
Web Site: <https://www.delmar.edu/sbdc>

Texas A&M International University (TAMU) SBDC
Norma Rodriguez, Director
5201 University Blvd.
Laredo, TX 78041 - [View Map](#)
Phone: 956-326-2827
Email: nrodriguez@tamiu.edu
Web Site: <http://sbdc.tamiu.edu>

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and 8/A Builders, LLC ("Contractor").

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

Owner and Contractor hereby agree as follows:

WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The installation of a new pump system, rehabilitation of the existing pump station, and the addition of an access driveway.**
- 1.02 Contractor is responsible for requesting any necessary permits from the City of Edinburg or other entities in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RFB 2025-13, Community Development Block Grant-Disaster Recovery (CDBG-DR) 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project.**

ENGINEER

- 3.01 The Owner has retained **SAMES, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Jessica Maldonado, P.E.**

CONTRACT TIMES

- 4.01 *Time is of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
 - A. The Work will be substantially complete on or before **April 12, 2026** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 12, 2026.**

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
\$5,000.00	To	\$25,000.00	\$100.00
\$25,000.01	To	\$100,000.00	\$200.00
\$100,000.01	To	\$500,000.00	\$250.00
\$500,000.01	To	\$1,000,000.00	\$300.00
\$1,000,000.01	To	\$2,000,000.00	\$400.00
\$2,000,000.01	To	\$3,000,000.00	\$500.00
\$3,000,000.01	To	\$4,000,000.00	\$600.00
\$4,000,000.01	To	\$5,000,000.00	\$700.00
\$5,000,000.01	And	Over	\$800.00

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$400.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct,

excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

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

CONTRACT PRICE

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

Unit Price Work (Base Bid)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Remove and Discard Wood Post	EA	1	\$126.00	\$126.00
2	Remove and Discard Chainlink Fence	LF	R1	\$24.54	\$1,006.14
3	Remove and Discard Wire Fence	LF	10	\$37.70	\$377.00
4	Remove and Discard Concrete Walkway	SY	19	\$125.63	\$2,386.97
5	Remove And Discard Existing Pump System W/ 24" Column Pipe	LS	1	\$6,251.00	\$6,251.00
6	Remove And Discard Existing Metal Canopy (25'x10')	LS	1	\$10,049.00	\$10,049.00

Unit Price Work (Base Bid)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
7	Remove And Discard 24" Steel Pipe	LF	150	\$41.87	\$6,280.50
8	Remove And Discard Grate Cover	EA	2	\$314.00	\$628.00
9	Remove And Discard Existing Curb And Gutter	LF	15	\$41.86	\$627.90
10	Silt Fence	LF	473	\$3.98	\$47,325.00
11	Construction Entrance/Exit	EA	1	\$10,049.00	\$73,029.60
12	Sidewalk Protection	EA	1	\$2,500.00	\$31,237.50
13	Propeller Pump W/ 150 Hp Diesel Engine And Assembly	EA	2	\$355,047.00	\$710,094.00
14	30" Di. 45 Degree Elbow	EA	5	\$19,880.00	\$99,400.00
15	30" Di. Wye	EA	1	\$107,457.00	\$107,457.00
16	Control Panel W/ Electrical Components Assembly	LS	1	\$44,414.00	\$44,414.00
17	1000 Gal Storage Diesel Tank W/ Spill Container	EA	1	\$45,000.00	\$45,000.00
18	12'x5' Reinforced Concrete Slab	SY	7	\$428.57	\$2,999.99
19	Metal Frame Canopy (28'x25')	EA	1	\$15,000.00	\$15,000.00
20	Water Level 10ft	EA	1	\$2,500.00	\$2,500.00
21	Flood Gauge Sign	EA	1	\$5,000.00	\$5,000.00
22	5'x5' Welded Grate	EA	1	\$2,800.00	\$2,800.00
23	12'x6' Welded Grate	EA	1	\$1,500.00	\$1,500.00
24	30" Ductile Iron Pipe	LF	180	\$596.97	\$107,454.60
25	6" Reinforced Concrete Rip Rap	SY	50	\$180.00	\$9,000.00
26	Rock Rip Rap	SY	25	\$502.44	\$12,561.00
27	Reinforced 4" Sidewalk Concrete	SY	7	\$857.14	\$5,999.98
28	Paint Existing Guard Rail	LF	14	\$35.71	\$499.94
29	Wood Post	EA	1	\$800.00	\$800.00
30	Wire Fence	LF	10	\$62.80	\$628.00
31	Chainlink Fence	LF	67	\$52.23	\$3,499.41
32	Swing Gates	EA	2	\$900.00	\$1,800.00
33	Reinforced Concrete Driveway	SY	79	\$111.30	\$8,792.70
34	Flap Gate	EA	1	\$8,746.00	\$8,746.00
35	4" Electrical Conduit	LF	20	\$1,000.00	\$20,000.00
36	Dewatering	LS	1	\$8,000.00	\$8,000.00

Unit Price Work (Base Bid)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
37	Mobilization	LS	1	\$8,000.00	\$8,000.00
38	Insurance And Bonds	LS	1	\$66,126.00	\$66,126.00
39	Traffic Control	LS	1	\$18,842.00	\$18,842.00
40	Construction Identification Sign	EA	1	\$1,500.00	\$1,500.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$1,360,578.67

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$1,360,578.67.**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **29** sheets with each sheet bearing the following general title: **Chapin Pump Station Rehabilitation**.
 - 7. Addenda (number **1**, inclusive).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

8.04 *Notice of Governing Law*

- A. The Contractor agrees to abide by the following applicable laws and regulations and to make all records, invoices, materials, payrolls, records of personnel, conditions of employment and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant state and federal laws:
1. Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.
 - a. Remedies. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. Termination for cause and for convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by the subrecipient including the manner by which it will be affected and the basis for settlement.
 - c. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - d. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - e. Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office Community Development and Revitalization (GLO-CDR), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-federal

entity which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-federal entity's personnel for the purpose of interview and discussion related to such documents.

- f. Record Retention. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-federal entities. The only exceptions are the following:
- i. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
 - ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - iii. Records for real property and equipment acquired with federal funds must be retained for 3 years after final disposition;
 - iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-federal entity;
 - v. Records for program income transactions after the period of performance. In some cases, subrecipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned;
 - vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is

chargeable (such as computer usage chargeback rates or composite fringe benefit rates);

- vii. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission;
 - viii. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- g. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- i. The non-federal entity must take all necessary affirmative steps to assure that small, minority businesses, women's business enterprises, and labor surplus area firms are used when possible;
 - ii. Affirmative steps must include:
 - A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

- h. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- i. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- j. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- k. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- l. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.
- m. Solid Waste Disposal Act. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- n. Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- o. Verification No Boycott Israel. As required by Chapter 2271, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.
- p. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, Vendor represents and certifies that, at the time of execution of this Agreement neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

2. **Failure to comply with any applicable federal requirements can and may result in the termination of the contract and disbarment of contractor.**

8.05 Section 3 Clause per Title 24 Section 135.38

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii)

preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

This Agreement will be effective on **June** _____, **2025** (which is the Effective Date of the Contract).

Owner:

City of Edinburg

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

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

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **8/A Builders, LLC** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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Exhibit "A"

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

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

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

(Name and Title of Signer – please type)

Signature

Date

HUD 4238

**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: _____ PROJECT #: _____

INSTRUCTIONS

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

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

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

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

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

DATE

Exhibit "B"

Section 3 Business Concern Certification

Instructions:

Enter the following information and select the criteria that applies to certify your business's Section 3 Business Concern status.

Business Information

Name of Business: _____

Address of Business: _____

Name of Business Owner: _____

Phone Number: _____ Email: _____

Preferred Contact Information

☐ Same as above

Name of Preferred Contact _____

Phone Number: _____ Email: _____

Type of Business (select from the following options):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Select from *ONE* of the following three options below that applies and provide required documentation for verification and certification:

- ☐ At least 51% of the business is owned and controlled by low or very low income persons (*Refer to Eligibility Guidelines document*).
 - ☐ Most Recent Income Tax Return Statement
- ☐ At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
 - ☐ Letter of verification from the Public Housing Authority
- ☐ Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (*Refer to Eligibility Guidelines document*).
 - ☐ Payroll Hours Log for ALL employees for the prior three-month period; **and**
 - ☐ Payroll Hours Log for the prior three-month period showing at least 75% of total hours were worked by Section 3 or Targeted Section 3 Workers; **and**
 - ☐ Section 3 or Targeted Section 3 Self-Certifications for all workers included in the 75% claim

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of Edinburg may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 Business Concern based upon their certification and documentation provided?

☐ YES

☐ NO

Reviewer Comments:

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

City of Edinburg

Section 3 Eligibility Guidelines

Individual Income Limits

FY 2024 Income Limit Area	Income Limits Category	FY 2024 Income Limits
City of Edinburg	Extremely Low Income Limits (30%)	\$15,750
	Very Low Income Limits (50%)	\$26,250
	Low Income Limits (80%)	\$42,000

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

The worker's income must be at or below the amount provided below for an individual (Household of 1) regardless of actual household size.

Definitions

A “Section 3 Worker” is:

- a low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); **or**
- employed by a Section 3 business concern; **or**
- a YouthBuild participant.

A “Targeted Section 3 Worker” is:

- employed by a Section 3 business concern **or**
- currently meets or when hired met at least one of the following categories as documented within the past five years:
 - living within the service area or neighborhood of the project, as defined in 24 CFR Part 75.5; **or**
 - a YouthBuild participant

A YouthBuild participant is:

- A participant of the YouthBuild Program which is a community-based pre-apprenticeship program that provides job training and education opportunities for at risk youth, ages 16-24, who have previously dropped out of high school.

Exhibit "C"

Contractor Certification of Non-Segregated Facilities

In accordance with the rules set forth by the Texas General Land Office, 8/A Builders, LLC, agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Printed Name

Contractor Signature

Date

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

1.02 Terminology

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

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

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

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

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

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

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

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

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

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

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

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

5.03 *Subsurface and Physical Conditions*

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

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

E. *Possible Price and Times Adjustments*

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

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

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

5.05 *Underground Facilities*

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

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

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

F. *Possible Price and Times Adjustments*

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

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

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

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

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

6.03 *Contractor's Insurance*

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

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

6.05 *Property Losses; Subrogation*

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

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

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

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

7.05 “Or Equals”

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

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

7.06 *Substitutes*

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

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

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

7.08 *Patent Fees and Royalties*

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

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

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

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

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

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

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 Submittals

A. Shop Drawing and Sample Requirements

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

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

1. Shop Drawings

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

2. Samples

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

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

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

C. Engineer's Review of Shop Drawings and Samples

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

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

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

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

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

7.17 *Contractor's General Warranty and Guarantee*

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

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

7.18 *Indemnification*

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

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

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

7.19 *Delegation of Professional Design Services*

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

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

8.02 *Coordination*

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

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

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

8.03 *Legal Relationships*

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

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

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

11.03 *Work Change Directives*

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

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

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

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

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

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

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

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

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

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

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

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

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

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

13.01 Cost of the Work

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

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

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

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

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

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

D. Contractor's Fee

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

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

13.02 Allowances

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

13.03 Unit Price Work

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

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

- 5. *Weather-Related Delays*
 - a. All time delays encountered during the construction process caused by adverse weather conditions shall be determined utilizing the following methodology.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(5)	(4)	(4)	(4)	(5)	(5)	(5)	(8)	(6)	(5)	(5)

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse occurred in previous month), be calculated chronologically for the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the previous paragraph, above, the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the appropriate contract clause.

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

SC 5.02 Remove wording from Paragraph 5.02 A.2 “or otherwise resolve the claim by arbitration or other dispute resolution proceeding.”

5.03 *Subsurface and Physical Conditions*

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15** percent of the final Contract Price.

2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$100,000.00
Bodily injury by disease—aggregate	\$500,000.00
Employer's Liability	
Each accident	\$100,000.00
Each employee	\$100,000.00
Policy limit	\$500,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$500,000.00

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
 1. Products and completed operations coverage.

- a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$500,000.00
Products—Completed Operations Aggregate	\$100,000.00
Personal and Advertising Injury	\$250,000.00
Bodily Injury and Property Damage—Each Occurrence	\$500,000.00

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$100,000.00
Each Accident	\$500,000.00
Property Damage	
Each Accident	\$100,000.00
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000.00

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$250,000.00
General Aggregate	\$500,000.00

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **\$500,000.00** after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$100,000.00
General Aggregate	\$100,000.00

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$500,000.00
Annual Aggregate	\$1,000,000.00

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **Monday-Friday 8:00 am to 5:00 pm.**
2. Owner's legal holidays are **Federal recognized holidays.**

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.13 Safety and Protection

SC-7.13 Insert the following at the end of the last sentence of Paragraph 7.13.F:

"with at least a 48-hour notice."

SC-7.18 Delete the following from Paragraph 7.18.A:

"or arbitration"

ARTICLE 8—OTHER WORK AT THE SITE

8.03 Legal Relationships

- SC-8.03 Delete the following from Paragraph 8.03.C:
- “or otherwise resolve the claim by arbitration or other dispute resolution proceeding”

ARTICLE 9—OWNER’S RESPONSIBILITIES

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests*: Review Applications for Payment with Contractor.
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work

provisions of this Contract is the most current edition of **Rental Rate Blue Book for Construction Equipment**.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to **5** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **15** percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. A. At any time and without cause, Owner may suspend the Work or any portion thereof by giving written notice to Contractor and Engineer. Contractor shall resume the Work when

directed to do so by the City. Contractor shall not be entitled to an adjustment in the Contract Price. Contractor may be entitled to an extension of the Contract Times as a result of any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date of resumption of Work. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of suspension of Services. If only a portion of the Work is suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to satisfy milestones, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If Owner determines in its sole discretion that any one or more of the events identified in Paragraph 16.02.A occur, Owner shall have the right, upon written notice, to terminate this Agreement immediately. Owner may enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.
- E. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds any unpaid balance to Contractor, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under

any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

This Section is deleted in its entirety.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. Arbitration as a dispute resolution is deleted in its entirety in the Contract Documents and General Conditions. All matters subject to final resolution under this Article shall be filed in a Court of competent jurisdiction in Hidalgo County, Texas.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article and filed by the Owner, the Owner shall be entitled to an award of its reasonable attorneys' fees and costs incurred through the claim and litigation process.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

CONSENT AGENDA

Agenda Item No: 10.A.

Mobile Breathing Air Cascade System

1. Agenda Item:

Consider Awarding Bid No. 2025-11, Mobile Breathing Air Cascade System (Re-Bid) to Sub Aquatics, Inc., DBA Breathing Air Systems Through FY25 Office of the Governor (OOG) Border Zone Fire Departments (BZFD) Grant No. 5172701, in the Amount of \$98,593.32. [Omar Garza, Fire Chief].

2. Description:

The FY25 Office of the Governor (OOG) Border Zone Fire Departments grant awarded Edinburg Fire Department funds for the purchase of a Mobile Breathing Air Cascade System to support emergency services associated with border security activities. The Mobile Breathing Air Cascade System will allow Edinburg Fire Department to fill Self-Contained Breathing Apparatus (SCBA) air cylinders at complex emergency scenes. Edinburg Fire Department will utilize grant funds to purchase a Mobile Breathing Air Cascade System for a total of \$98,593.32.

Authorization to submit this grant was approved by City Council on March 5, 2024. The grant was submitted on March 14, and was officially awarded on November 4, 2024.

On Tuesday, May 13, 2025, bids were opened for Bid No. 2025-11, Mobile Breathing Air Cascade System (Re-Bid). A total of four bids were received and opened. After review and tabulation staff recommends awarding Bid No. 2025-11, Mobile Breathing Air Cascade System (Re-Bid) to Sub Aquatics, Inc., DBA Breathing Air Systems, the lowest responsive bidder in compliance with all required procurement certifications, and program requirements in the amount of 98,593.32. In accordance with the City's Purchasing Policies and Procedures and federal regulatory requirements of the Border Zone Fire Departments Grant Program, Sub Aquatics, Inc., DBA Breathing Air Systems met all specifications and program criteria.

Vendor:
Sub Aquatics Inc., DBA Breathing Air Systems

Total:
\$98,593.32

The Edinburg Fire Department was awarded \$82,500 through the FY25 Office of the Governor (OOG) Border Zone Fire Departments Grant Program. The remaining \$16,093.32 will be taken from the FY 2024-2025 Fire Department - Machines & Equipment budget (100-2500-523302).

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-11, Mobile Breathing Air Cascade System (Re-Bid) to Sub Aquatics, Inc., DBA Breathing Air Systems Through FY25 Office of the Governor (OOG) Border Zone Fire Departments (BZFD) Grant No. 5172701, in the Amount of \$98,593.32.

Reviewed by:

Omar Garza, Fire Chief

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

- A. Informal Tabulation - Mobile Breathing Cascade System
- B. Bidder's List - Mobile Breathing Cascade (Re-Bid)
- C. Notice to Bidders - Mobile_Breathing_Air_Cascade_System_(Re-Bid)
- D. BREATHING AIR SYSTEMS Proposal
- E. Legacy Brothers INC Proposal
- F. Casco Industries Inc Proposal
- G. Siddons Martin Emergency Group, LLC Proposal
- H. Breathing Air Systems SAM



BID 2025-11 - Mobile Breathing Air Cascade System (Re-Bid)

Opening Date: Tuesday May 13, 2025 at 3:30 p.m.

Mobile Breathing Cascade System				BREATHING AIR SYSTEMS		Casco Industries Inc.		Legacy Brothers INC		Biddons Martin Emergency Group, LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobile Breathing Air Trailer (or equivalent)	1	Each	\$98,593.32	\$98,593.32	\$199,038.00	\$199,038.00	\$142,569.00	\$142,569.00	\$195,000.00	\$195,000.00
2	Compressor Bauer H25-D (or equivalent)	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$116,840.00	\$116,840.00	\$0.00	\$0.00
3	BAS Mod CS6-4 Cascade/Storage System (or equivalent)	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$14,950.00	\$14,950.00	\$0.00	\$0.00
4	Filling Station (or equivalent)	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$26,715.00	\$26,715.00	\$0.00	\$0.00
5	Electronic Digital Readout (CO) Carbon Monoxide Monitor Model BAS-4021 (or equivalent)	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$4,485.00	\$4,485.00	\$0.00	\$0.00
6	Supplier Requirements: Delivery & Testing	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Delivery and Testing	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Warranty	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Delivery	1	Each	\$0.00	\$0.00	\$6,000.00	\$6,000.00	\$3,220.00	\$3,220.00	\$0.00	\$0.00
	Total				\$98,593.32		\$205,038.00		\$308,779.00		\$195,000.00

Bidder's List

a1shinerfire@gmail.com	dperez@cascoindustries.com
noma@abxindustries.com	pguzman@mesfire.com
sales@ada-gps.com	swberry@siddons-martin.com
sandra@nolansonline.com	gabe.labonte@nafeco.com
kevin.loy@airgas.com	kmarinik@breathingair.com
jgoldstein@arbill.com	jfar911@yahoo.com
MARIANNE@BULLCHASE.COM	admin@k3salesandservices.com
cathy.cksalesandservices@gmail.com	sales@mavich.com
tryon.charles@gmail.com	wade.davis@mooresupply.com
norm@con10gency.com	jason.blurton@mtnhorse.com
david@dasinspectionsservices.com	sondra.barnes@nafeco.com
decoulant@gmail.com	pd@pdme.com
admin@densix.com	Devon.Sankar@PivotalInd.com
dhanson@burgooncompany.com	sraithel@products-unlimited.com
abhishek@expotechusa.com	dhite@mitecnet.com
saifabbasi@fedsatiz.com	sales@reindustrialco.com
ty@fmwtx.com	cmitchum@RedEagleTexas.onmicrosoft.com
chris@gases101.com	admin@rtsolutionsgrp.com
SCS.South@grainger.com	john@starsandstripesaerospace.com
gladys.delagarza@ibvi.org	nancy@supplyinnovationsllc.com
joe@jmsupply.com	artura@tdgsci.com
Estimating@jameslane.com	texpropnp@gmail.com
ExaminerHale@hotmail.com	info@pfsolutionsgroup.com
eric_gould@gosafe.com	NATHAN@TKABO.COM
invoices@wildlandwarehouse.com	

REQUEST FOR BIDS

2025-11.

MOBILE BREATHING AIR CASCADE SYSTEM (RE-BID)

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



RELEASE DATE: April 23, 2025

DEADLINE FOR QUESTIONS: May 5, 2025

RESPONSE DEADLINE: May 13, 2025, 3:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/cityofedinburg>

City of Edinburg
REQUEST FOR BIDS
Mobile Breathing Air Cascade System (Re-Bid)

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

1. Introduction

1.1. Summary

The Edinburg Fire Department has been approved for a grant through the Office of the Governor (OOG) FY 2025 Border Zone Fire Departments (BZFD) Grant #5172701. The purpose of this purchase is for a Mobile Breathing Air Cascade System mounted within a cargo trailer. The system must be capable of supplying high-pressure breathing air for refilling SCBA cylinders and support emergency operations. The system must include a six (6) bank cascade system, proper breathing air compressor, control panel, fill stations with blast protection, air reels for quick fill connections and custom graphics.

1.2. Contact Information

Project Contact:

Maricruz Tovar

Emergency Management Planner

212 W. McIntyre

Edinburg, TX 78539

Email: mtovar@cityofedinburg.com

Phone: [\(956\) 383-7691](tel:9563837691)

Procurement Contact:

Criselda Lozano

Purchasing Manager

415 W. University Drive

Edinburg, TX 78541

Email: clozano@cityofedinburg.com

Phone: [\(956\) 388-8964](tel:9563888964)

Department:

Fire

Department Head:

Omar Garza

Chief of Fire

1.3. Timeline

Release Project Date	April 23, 2025
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Pre-Bid Meeting (Non-Mandatory)	April 30, 2025, 3:00pm A Pre-Bid Meeting will be held via zoom: https://cityofedinburg.zoom.us/j/89676594653?pwd=WUJEmmOyVaLZhRtxNbTeI7uBNK6x8OE.1 Meeting ID: 896 7659 4653 Passcode: 749856
Question Submission Deadline	May 5, 2025, 5:00pm
Proposal Submission Deadline	May 13, 2025, 3:30pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Mobile Breathing Air Cascade System (Re-Bid)

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:
3:30 pm, Tuesday, May 13, 2025.

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

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:30 pmon Tuesday, May 13, 2025

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

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid 2025-11." to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm on Monday, May 5, 2025.

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

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

Any entity choosing to bid on this project must adhere to federal regulations found at **2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, as applicable.

Any entity choosing to bid or provide proposals on Federally Funded projects must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. The entity's **Unique Entity Identification (UEI) Number** must be submitted with the bid/proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondents UEI number into the SAM database search engine. If the respondent is not in ACTIVE status on the database, the bid will be deemed non-responsive and disqualified from consideration of award. Entity registration may be completed at www.sam.gov. **All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.**

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Mobile Breathing Air Cascade System (Re-Bid)

The SERVICES/ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES/ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES/ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver/perform SERVICES/ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES/ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES/ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package SERVICES/ITEMS is used, its meaning shall refer to the Mobile Breathing Air Cascade System (Re-Bid) as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

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

VALID BID TIME FRAME

The City of Edinburg may hold bids **60 days** after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES/ITEMS.

JURISDICTION

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the

successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

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

ETHICAL STANDARD

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

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. Mobile Breathing Air Trailer (or equivalent)

Shall be a 7'x12' totally enclosed trailer with dual 3.500 lbs axles, highway lighting, electric brakes on each axle and designed for this specific application. The trailer shall be a major brand for readily available localized service (one of a kind custom fabrication) will not be acceptable.

Trailer shall be equipped with

- Complete highway rated lighting package with vehicle connector plug.
- Electric brakes on both axles
- 2 5/16 ball hitch
- 3 Diamond Door / Dover roll up doors.
- 4 mounted LED exterior lights 12 VDC
- Painted metal exterior in your choice of standard factory colors

4.2. Compressor Bauer H25-D (or equivalent)

The compressor shall be rated for 13-cfm and capable of continuous duty at 6000-psi. All components shall be mounted on a heavy-duty powder coated steel frame. The compressor and diesel engine shall be mounted in a horizontal design and mounted in the rear of the trailer with flow through ventilation.

The system shall be supplied on a steel frame designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the system's components. The arrangement of components on the frame shall permit unrestricted cooling air flow to the compressor and prime mover, and provide access for operation, inspection and maintenance.

These units shall have the compressor and engine arranged in a horizontal design.

The system shall be designed for operation in ambient temperatures ranging between 40°F and 115°F. And be properly ventilated by means of a flow thru system with remote exhaust and intake piping.

All piping and tubing should be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the system. All instrument tubing shall be 300 series stainless steel.

Compressor Bauer H13D (or equivalent)

The compressor shall be an air-cooled, oil lubricated, 3 cylinders, 4 stage, reciprocating compressor rated for continuous duty at the maximum working pressure without the need for auxiliary fans or cool-down cycles. The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece forged steel construction and supported in the crankcase by three long-life roller bearings. The connecting

rods shall be of single piece design and constructed of a high strength alloy. Each connecting rod shall incorporate a roller bearing at the crank end and a needle bearing at the pin end. The pistons shall be constructed of heavy-duty aluminum alloy. The final stage shall incorporate a free-floating, heavy-duty piston which is driven by a guide piston and fourth stage discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in an "w" configuration with each cylinder located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be of an aluminum alloy. A multi-wing, high velocity cooling fan shall be attached to the flywheel.

A stainless-steel inter-stage cooler shall be provided after each stage of compression and an after cooler shall be provided after the final stage of compression. The cooler assemblies shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of stainless steel. The after cooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after each stage of compression excluding the first stage and a coalescing separator shall be supplied after the final stage of compression. An automatic condensate drain (ACD) system shall be supplied for all of the separators. Adjustable drain timers shall be factory preset to drain the separators. The ACD system shall unload the compressor on shutdown for unloaded restart. An exhaust muffler shall be supplied. The condensate reservoir shall have a high liquid level indication system to provide system shutdown and to alert the operator that the condensate reservoir is at capacity. Manually operated valves shall be supplied to override the automatic operation of the ACD system for test and maintenance purposes.

The compressor shall be lubricated by a low-pressure lubrication system incorporating a gear driven low pressure oil pump, easily replaceable oil filtration element, and oil pressure regulator. A sight glass shall be provided to check the oil level. The oil drain for the compressor shall be piped to the outside of the frame.

The compressor shall be equipped with an inlet filter with replaceable particulate element and piped to the outside of the trailer, weather protection shall be provided.

Prime Mover and V-Belt Drive

The engine driven unit shall be supplied with electric start, centrifugal clutch, and speed control solenoid. An enclosure shall be supplied to the supplied battery.

The unit shall be supplied with a water cooled 16 HP diesel engine.

The compressor and prime mover shall be mounted on a common base that is vibration isolated from the system's main frame. Power from the prime mover shall be transmitted to the compressor by a v-belt drive. The Engine driven unit shall be supplied with a sliding base to facilitate tightening the drive belts manually. The v-belt drive shall be suitably guarded. Rotation arrows shall be affixed in a conspicuous place on the compressor. An exhaust system shall be provided and installed under the trailer and piped to the front end and away from the compressor inlet.

Electrical Control and Instrument Panel

The engine control center shall include a PLC controller. The electrical panel shall be built in compliance to UL's Industrial Control Panel Custom Builders Program and shall be affixed with a U.L. label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of standard compressor systems.

Standard features include:

- A NEMA 4 enclosure
- On / off selector switch
- Emergency stop
- Final air pressure shutdown
- Warning and alarm indicator lights
 - All lamps shall be of a minimum 22 mm diameter.
 - Lamp test function built in
 - Lamps will flash code representing fault.
- Built in overtime timer set at 5 hours - optional times available.
- Final separator counter warning and alarm functions
- Full support of SECURUS warning and alarm functions
- Full support of CO monitor alarm functions (optional)
- UL listed panel.

A non-resettable hour meter shall be supplied to record the number of compressor operating hours. The hour meter shall be installed in the instrument panel.

The compressor oil pressure shall be monitored by a pressure switch and pressure gauge installed in the instrument panel. The compressor shall shut down and a fault light illuminate should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure switch shall be by-passed during start-up to permit the oil pump to achieve the normal operating pressure.

A temperature switch shall be supplied on the discharge line of the final stage of compression. The compressor shall shut down and a fault light illuminate should the final stage discharge temperature exceed the tamper-proof set point during operation.

For ease of system diagnosis and maintenance, the low oil pressure and high-pressure air shutdown switches shall be equipped with DIN type connectors. Additionally, all of the wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.

All fault lights shall be installed on the instrument panel and shall be red in color. Each fault light shall be labeled with an engraved nameplate.

All instrument panel mounted pressure gauges shall be 2 ½" diameters and be liquid filled.

Purification System

The purification system shall be designed to process 67,000 cubic feet of high-pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, absorption of vaporous water by a desiccant, absorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to acceptable levels of carbon dioxide by catalyst.

The high-pressure purification chambers shall have a working pressure of 6000 PSIG. The purification system shall utilize replaceable cartridges. The purification system shall be designed so that the replacement of the cartridges can be accomplished without disconnecting system piping. The design of the chambers shall preclude the possibility of operating the system without cartridges installed or with improperly installed cartridges. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridges. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

The purification system shall include Bauer's patented Securus Electronic Moisture Monitor System. A sensor shall be located in the Securus cartridge for direct monitoring of moisture level. A display module shall be supplied to indicate the status of the Securus cartridge. The moisture monitoring system shall warn the operator, in advance, of the impending saturation of the Securus cartridge. The system shall shut down automatically should the operator fail to change the Securus cartridge within the warning period. The system shall not be capable of restarting until the saturated cartridge is replaced with a new one. The moisture monitoring system shall be of a fail-safe design. Should the electrical contact between the display module and sensor be disconnected, an immediate fault shutdown shall be affected. For absolute safety and highest quality breathing air, no manual override shall be supplied for the moisture monitor.

Documentation

A documentation package shall be supplied with the system. The documentation package shall include, at a minimum, an operation manual, recommended spare parts list, warranty information and a start-up/warranty registration form.

The Operator's Instruction and Maintenance Manual for the system shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

4.3. BAS Mod CS6-4 Cascade/Storage System (or equivalent)

There shall be four DOT/ISO/UN rated 6000-psi cascade cylinders with a capacity of 509 cubic foot, each mounted in the walk-in area of the trailer. The cylinders shall be securely mounted with a heavy-duty rack in

a horizontal configuration beneath the compressor. Each cylinder will be clearly marked with a label stating the cylinders working pressure type of gas and time of visual inspection.

Each cylinder will have a CGA 702 valve and (NFPA 1901) compliant valve protection device. Each cylinder shall be plumbed directly to the containment style fill station using 7000 Psi hose and stainless-steel fittings. Each cylinder will be new and have a current test date.

4.4. Filling Station

Two Position Containment Style Fill Station Model CFS5.5-2Sx4x4 (or equivalent)

The fill station shall be built and tested to conform to (NFPA 1901)

The fill station shall be mounted so as to direct expanding air away from the operator in the unlikely event of a cylinder failure.

The fill station shall be built and tested to conform to NFPA 1901, 2016 Edition.

The fill station shall be designed for mobile applications. The fill station shall be constructed of formed plate steel and shall be fully enclosed.

The fill station shall be warranted free from defects in material and workmanship for a period of eighteen months from date of shipment or twelve months from date of start-up, whichever expires first.

Containment Fill Station

The front-loading, two position; containment fill station shall totally enclose the SCBA or SCUBA (SCUBA cylinders not to exceed 31" length) cylinders during the refilling process.

The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds of effort to open or close the fill station door thereby eliminating operator fatigue.

Each cylinder holder shall be lined to prevent scuffing the outer surface of the SCBA cylinders. For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

Two fill hoses shall be located within the fill station. Each fill hose shall be equipped with a bleed valve and SCBA fill adapter of choice. Fill hose retainers shall be provided to anchor the fill hoses when not in use.

Control Panel

The fill control panel shall be installed at the front of the fill station. The control panel shall be factory piped and designed to fill two SCBA or SCUBA cylinders either independently or simultaneously.

The control panel shall include the following standard features:

- Inlet pressure gauge
- Adjustable pressure regulator
- Regulated pressure gauge
- Two (2) fill control valves
- Two (2) fill pressure gauges
- One (1) relief valve for regulated fill pressure
- Four (4) Cascade control valves
- Four (4) Cascade Control Gauges
- One (1) auxiliary refill port with 6000 psi quick connect adapter and valve.

All piping and tubing should be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the station. All instrument tubing shall be 300 series stainless steel.

All control panel mounted pressure gauges shall be 2 ½" diameter and be liquid filled. All panel-mounted components shall be labeled with a nameplate.

The fill station shall be provided on its own freestanding base and shall not exceed the following approximate dimensions: 58" high, 30" wide, and 22" deep. Weight with base and control panel shall not exceed 750 lbs.

4.5. [Electronic Digital Readout \(CO\) Carbon Monoxide Monitor Model BAS-4021 \(or equivalent\)](#)

The monitor shall be powered by 12-volt DC and be mounted in the trailer with the compressor and shall only be on when the compressor is operating.

- A. The monitor shall be designed to monitor breathing air for Carbon Monoxide. It shall have a range of 0-50 ppm and be rated for 6000-psi inlet pressure.
- B. The unit shall be powered by 12 volts DC.
- C. The unit shall incorporate an electric-chemical sensor that puts out a signal that is displayed on an LCD display.
- D. The electronics shall be enclosed in a NEMA-4 dust and drip tight enclosure.
- E. An audible alarm shall be standard. It shall have a sound level of 95 decibels.

- F. The unit shall be equipped with an alarm level, preset but field adjustable. There shall be a red light to indicate alarm. The alarm level will have terminals that will be connected to shut down the compressor.
- G. The supplied calibration gas will have a flexible connection that will allow the user to choose to calibrate the monitor.
- H. A shut off valve shall be supplied so that the monitor can be removed from the system without interrupting service in the event of needed repairs or failure.
- I. A complete bound operator's manual shall be provided.

4.6. Supplier Requirements

The supplier of the system shall professionally install and test all equipment prior to delivery of the unit. They shall also perform and provide a detailed inspection sheet signed by quality control personnel.

The supplier of this system must have been a regular dealer in the brand proposed/provided for at least ten years and must supply a listing of several similar and recent products with his bid. They must stock all parts and materials at all times, and be capable of providing factory trained technicians to service the unit.

4.7. Warranty: [1 year]

A Factory warranty of at least one full year is to be provided on workmanship, equipment and labor,

There shall be no charge to the buyer for any parts or labor during the first-year warranty. All warranty work is to be performed within a reasonable time frame. Unless otherwise arranged all warranty work shall be performed at the supplier's facilities without cost to the buyer. The buyer shall pay all delivery charges or pay travel for repairs, all On-Site time and parts will be covered by the supplier. Any supplier whose warranty does not meet these terms shall provide a clear statement as to what the exceptions would be.

4.8. Insurance and Liability

It shall be the responsibility of the supplier, [selling and or installing vendor], to carry and show proof of having Product Liability Insurance, [PLI], commercial general and automotive liability insurance of at least [1] one million dollars, manufacturers bidding on behalf of the local distributor due to the local **distributor not having [PLI] is not acceptable as the manufacture will not be providing the LOCAL support or installation. They must further show that they and their workers are covered under workers' compensation and in accordance with state laws.**

4.9. Delivery

Unless otherwise arranged, The mobile air and light trailer may be picked up at the suppliers facility where the supplier will provide the buyer with a comprehensive training and instruction program.

The buyer will provide personnel to take delivery of the system if shipped.

4.10. General

The supplier shall provide with their bid, fully descriptive literature on the product proposed.

Any exceptions to any of these specifications must be clearly stated on a separate page and attached to the bid form. (Failure to mention exceptions regardless of how insignificant could result in having their bid removed from consideration.)

The buyer reserves the right to reject acceptance on any product which does not meet these specifications, if the exceptions have not been agreed to in advance, in writing.

5. Vendor Questionnaire

5.1. Required Forms

5.1.1. *Attach a copy of your bid.**

*Response required

5.1.2. *Attach a copy of the current insurance certificate.**

Attach a copy of the current insurance certificate.

*Response required

5.1.3. *Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

5.1.4. *Please fill out and sign House Bill 89 and upload here**

HB 89

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTSThe 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

*Response required

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

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

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

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

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

- [SENATE BILL 19 VERIFICATION...](#)

*Response required

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

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

For more information go to the Texas Ethics Commission web page at

<https://www.ethics.state.tx.us/filinginfo/1295/>.

☐ Please confirm

*Response required

5.1.8. *Please ensure that tariffs related to this solicitation are included in the price, if applicable.**

☐ Please confirm

*Response required

5.2. Required Certifications

5.2.1. *Please fill out and sign the System for Award Management Unique Identity Number (UEI#) form and upload**

Please download the below documents, complete, and upload.

- [SYSTEM FOR AWARD MANAGEMENT...](#)

*Response required

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

Please download the below documents, complete, and upload.

- [NON-COLLUSION AFFIDAVIT.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

*Response required

*5.2.4. Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here**

Please download the below documents, complete, and upload.

- [CERTIFICATION ON NON-LOBBYI...](#)

*Response required

*5.2.5. Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity and upload here**

Please download the below documents, complete, and upload.

- [CERTIFICATE REGARDING EQUAL...](#)

*Response required

6. Pricing Proposal

MOBILE BREATHING CASCADE SYSTEM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobile Breathing Air Trailer (or equivalent)	1	Each		
2	Compressor Bauer H25-D (or equivalent)	1	Each		
3	BAS Mod CS6-4 Cascade/Storage System (or equivalent)	1	Each		
4	Filling Station (or equivalent)	1	Each		
5	Electronic Digital Readout (CO) Carbon Monoxide Monitor Model BAS-4021 (or equivalent)	1	Each		
6	Supplier Requirements: Delivery & Testing	1	Each		
7	Delivery and Testing	1	Each		
8	Warranty	1	Each		
9	Delivery	1	Each		
TOTAL					



City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

[BREATHING AIR SYSTEMS] RESPONSE DOCUMENT REPORT

NTB-CDBG No. 2025-11.

Mobile Breathing Air Cascade System (Re-Bid)

RESPONSE DEADLINE: May 13, 2025 at 3:30 pm

Report Generated: Tuesday, May 27, 2025

BREATHING AIR SYSTEMS Response

CONTACT INFORMATION

Company:

BREATHING AIR SYSTEMS

Email:

kmarinik@breathingair.com

Contact:

Keith Marinik

Address:

8855 East Broad Street
REYNOLDSBURG, OH 43068

Phone:

(614) 986-1025

Website:

www.breathingair.com

Submission Date:

May 12, 2025 12:09 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR BID.*

Pass

SKM_C250i25051210140.pdf

ATTACH A COPY OF THE CURRENT INSURANCE CERTIFICATE.*

Pass

Attach a copy of the current insurance certificate.

City_of_Edinburg_Breathing_Air_Systems_24-25_GLAutoGarageUmbStopWC_(Safe_Air)_3-11-2025_1255632101.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

SKM_C250i25031107580.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

Pass

HB 89

[BREATHING AIR SYSTEMS] RESPONSE DOCUMENT REPORT

NTB-CDBG No. 2025-11.

Mobile Breathing Air Cascade System (Re-Bid)

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:

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

- [HOUSE BILL 89 VERIFICATION.pdf](#)

SKM_C250i25031108010.pdf

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

Pass

SB 13 ENERGY COMPANY BOYCOTTSThe 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

SKM_C250i25031108011.pdf

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

Pass

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

[BREATHING AIR SYSTEMS] RESPONSE DOCUMENT REPORT

Request for Bids - Mobile Breathing Air Cascade System (Re-Bid)

Page 3

[BREATHING AIR SYSTEMS] RESPONSE DOCUMENT REPORT

NTB-CDBG No. 2025-11.

Mobile Breathing Air Cascade System (Re-Bid)

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

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

- [SENATE BILL 19 VERIFICATION...](#)

SKM_C250i25031108012.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Confirmed

PLEASE ENSURE THAT TARIFFS RELATED TO THIS SOLICITATION ARE INCLUDED IN THE PRICE, IF APPLICABLE.*

Pass

Confirmed

[BREATHING AIR SYSTEMS] RESPONSE DOCUMENT REPORT

Request for Bids - Mobile Breathing Air Cascade System (Re-Bid)

Page 4

2. Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FORM AND UPLOAD*
Pass

Please download the below documents, complete, and upload.

- [SYSTEM FOR AWARD MANAGEMENT...](#)

SKM_C250i25031108100.pdf

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

Please download the below documents, complete, and upload.

- [NON-COLLUSION AFFIDAVIT.pdf](#)

SKM_C250i25031108150.pdf

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

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

SKM_C250i25031108090.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- [CERTIFICATION ON NON-LOBBYI...](#)

SKM_C250i25031108200.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- [CERTIFICATE REGARDING EQUAL...](#)

SKM_C250i25031108201.pdf

PRICE TABLES

MOBILE BREATHING CASCADE SYSTEM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobile Breathing Air Trailer (or equivalent)	1	Each	\$98,593.32	\$98,593.32
2	Compressor Bauer H25-D (or equivalent)	1	Each	\$0.00	\$0.00
3	BAS Mod CS6-4 Cascade/Storage System (or equivalent)	1	Each	\$0.00	\$0.00
4	Filling Station (or equivalent)	1	Each	\$0.00	\$0.00
5	Electronic Digital Readout (CO) Carbon Monoxide Monitor Model BAS-4021 (or equivalent)	1	Each	\$0.00	\$0.00
6	Supplier Requirements: Delivery & Testing	1	Each	\$0.00	\$0.00
7	Delivery and Testing	1	Each	\$0.00	\$0.00
8	Warranty	1	Each	\$0.00	\$0.00
9	Delivery	1	Each	\$0.00	\$0.00

[BREATHING AIR SYSTEMS] RESPONSE DOCUMENT REPORT
NTB-CDBG No. 2025-11.
Mobile Breathing Air Cascade System (Re-Bid)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$98,593.32



City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

[LEGACY BROTHERS INC] RESPONSE DOCUMENT REPORT

NTB-CDBG No. 2025-11.

Mobile Breathing Air Cascade System (Re-Bid)

RESPONSE DEADLINE: May 13, 2025 at 3:30 pm

Report Generated: Tuesday, May 27, 2025

Legacy Brothers INC Response

CONTACT INFORMATION

Company:

Legacy Brothers INC

Email:

micah.legacybrothers@gmail.com

Contact:

Micah Trexler

Address:

407 Peterson AVE N
Douglas, GA 31533

Phone:

N/A

Website:

www.legacybrother.com

Submission Date:

May 13, 2025 2:39 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR BID.*

Pass

2025-11_-_Mobile_Breathing_Air_Cascade_System_(Re-Bid).pdf

ATTACH A COPY OF THE CURRENT INSURANCE CERTIFICATE.*

Pass

Attach a copy of the current insurance certificate.

Certificates_Legacy_Brothers_Inc_65246_(5)_(2)_(1).pdf

Certificates_Legacy_Brothers_Inc_65246_(6)_(4)_(1)_(1).pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE_(1).pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

Pass

HB 89

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

HOUSE_BILL_89_VERIFICATION_(1).pdf

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

Pass

SB 13 ENERGY COMPANY BOYCOTTSThe 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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- [SENATE BILL 13 VERIFICATION...](#)

SENATE_BILL_13_VERIFICATION_(1).pdf

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

Pass

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

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

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

- [SENATE BILL 19 VERIFICATION...](#)

SENATE_BILL_19_VERIFICATION_(1).pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Confirmed

PLEASE ENSURE THAT TARIFFS RELATED TO THIS SOLICITATION ARE INCLUDED IN THE PRICE, IF APPLICABLE.*

Pass

Confirmed

2. Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FORM AND UPLOAD*
Pass

Please download the below documents, complete, and upload.

- [SYSTEM FOR AWARD MANAGEMENT...](#)

SYSTEM_FOR_AWARD_MANAGEMENT_(1).pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
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- [NON-COLLUSION AFFIDAVIT.pdf](#)

NON-COLLUSION_AFFIDAVIT_(1).pdf

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

- [CONFLICT OF INTEREST.pdf](#)

CONFLICT_OF_INTEREST_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE*
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- [CERTIFICATION ON NON-LOBBYI...](#)

CERTIFICATION_ON_NON-LOBBYING_ACTIVITIES_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- [CERTIFICATE REGARDING EQUAL...](#)

CERTIFICATE_REGARDING_EQUAL_EMPLOYMENT_OPPORTUNITY_(1).pdf

PRICE TABLES

MOBILE BREATHING CASCADE SYSTEM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobile Breathing Air Trailer (or equivalent)	1	Each	\$142,569.00	\$142,569.00
2	Compressor Bauer H25-D (or equivalent)	1	Each	\$116,840.00	\$116,840.00
3	BAS Mod CS6-4 Cascade/Storage System (or equivalent)	1	Each	\$14,950.00	\$14,950.00
4	Filling Station (or equivalent)	1	Each	\$26,715.00	\$26,715.00
5	Electronic Digital Readout (CO) Carbon Monoxide Monitor Model BAS-4021 (or equivalent)	1	Each	\$4,485.00	\$4,485.00
6	Supplier Requirements: Delivery & Testing	1	Each	\$0.00	\$0.00
7	Delivery and Testing	1	Each	\$0.00	\$0.00
8	Warranty	1	Each	\$0.00	\$0.00
9	Delivery	1	Each	\$3,220.00	\$3,220.00

[LEGACY BROTHERS INC] RESPONSE DOCUMENT REPORT
NTB-CDBG No. 2025-11.
Mobile Breathing Air Cascade System (Re-Bid)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$308,779.00



City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

[CASCO INDUSTRIES INC.] RESPONSE DOCUMENT REPORT

NTB-CDBG No. 2025-11.

Mobile Breathing Air Cascade System (Re-Bid)

RESPONSE DEADLINE: May 13, 2025 at 3:30 pm

Report Generated: Tuesday, May 27, 2025

Casco Industries Inc. Response

CONTACT INFORMATION

Company:

Casco Industries Inc.

Email:

dperez@cascoindustries.com

Contact:

Dino Perez

Address:

607 West 62nd. Street
Shreveport, LA 71106

Phone:

N/A

Website:

www.cascoindustries.com

Submission Date:

May 12, 2025 2:07 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR BID.*

Pass

Quote_-_Bid_-_Project_ID_2025-11_-_Bauer_TCOM_-_5-12-25.pdf
Tcom-Trailer_PDF.pdf

ATTACH A COPY OF THE CURRENT INSURANCE CERTIFICATE.*

Pass

Attach a copy of the current insurance certificate.

-_Certificate_of_Liability_Insurance.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

-_Company_Proving_Proposal_General_Questionnaire.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

Pass

[CASCO INDUSTRIES INC.] RESPONSE DOCUMENT REPORT

NTB-CDBG No. 2025-11.

Mobile Breathing Air Cascade System (Re-Bid)

HB 89

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

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

-_Bill_89.pdf

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

Pass

SB 13 ENERGY COMPANY BOYCOTTSThe 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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- [SENATE BILL 13 VERIFICATION...](#)

-_Bill_13.pdf

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

Pass

[CASCO INDUSTRIES INC.] RESPONSE DOCUMENT REPORT

Request for Bids - Mobile Breathing Air Cascade System (Re-Bid)

Page 3

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:

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

- [SENATE BILL 19 VERIFICATION...](#)

- _Senate_Bill_19_Verificaton.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Confirmed

PLEASE ENSURE THAT TARIFFS RELATED TO THIS SOLICITATION ARE INCLUDED IN THE PRICE, IF APPLICABLE.*

Pass

Confirmed

2. Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FORM AND UPLOAD*
Pass

Please download the below documents, complete, and upload.

- [SYSTEM FOR AWARD MANAGEMENT...](#)

-_System_For_Award_Management_Registration_And_Activation.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
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Please download the below documents, complete, and upload.

- [NON-COLLUSION AFFIDAVIT.pdf](#)

-_Non_Collusion_Affidavit_Respondents.pdf

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

- [CONFLICT OF INTEREST.pdf](#)

-_Conflict_Of_Interest_Disclosure.pdf

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-_Certification_On_Non-Lobbying_Activities.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- [CERTIFICATE REGARDING EQUAL...](#)

-_Certification_Regarding_Equal_Employment_Opportunity.pdf

PRICE TABLES

MOBILE BREATHING CASCADE SYSTEM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobile Breathing Air Trailer (or equivalent)	1	Each	\$199,038.00	\$199,038.00
2	Compressor Bauer H25-D (or equivalent)	1	Each	\$0.00	\$0.00
3	BAS Mod CS6-4 Cascade/Storage System (or equivalent)	1	Each	\$0.00	\$0.00
4	Filling Station (or equivalent)	1	Each	\$0.00	\$0.00
5	Electronic Digital Readout (CO) Carbon Monoxide Monitor Model BAS-4021 (or equivalent)	1	Each	\$0.00	\$0.00
6	Supplier Requirements: Delivery & Testing	1	Each	\$0.00	\$0.00
7	Delivery and Testing	1	Each	\$0.00	\$0.00
8	Warranty	1	Each	\$0.00	\$0.00
9	Delivery	1	Each	\$6,000.00	\$6,000.00

[CASCO INDUSTRIES INC.] RESPONSE DOCUMENT REPORT
NTB-CDBG No. 2025-11.
Mobile Breathing Air Cascade System (Re-Bid)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$205,038.00



City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

[SIDDONS MARTIN EMERGENCY GROUP, LLC] RESPONSE DOCUMENT REPORT

NTB-CDBG No. 2025-11.

Mobile Breathing Air Cascade System (Re-Bid)

RESPONSE DEADLINE: May 13, 2025 at 3:30 pm

Report Generated: Tuesday, May 27, 2025

Siddons Martin Emergency Group, LLC Response

CONTACT INFORMATION

Company:

Siddons Martin Emergency Group, LLC

Email:

legal@siddons-martin.com

Contact:

Kathryn Williams

Address:

1362 East Richey Road
Houston, TX 77073

Phone:

N/A

Website:

N/A

Submission Date:

May 13, 2025 2:32 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR BID.*

Pass

Edinburg_FD_-_MaxAir_Mobile_Breathing_Air_Cascade_System.pdf

ATTACH A COPY OF THE CURRENT INSURANCE CERTIFICATE.*

Pass

Attach a copy of the current insurance certificate.

1.1_Edinburg_COI_25-26_SMEG.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE_(2).pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

Pass

HB 89

[SIDDONS MARTIN EMERGENCY GROUP, LLC] RESPONSE DOCUMENT REPORT

NTB-CDBG No. 2025-11.

Mobile Breathing Air Cascade System (Re-Bid)

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:

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- [HOUSE BILL 89 VERIFICATION.pdf](#)

HOUSE_BILL_89_VERIFICATION.pdf

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

Pass

SB 13 ENERGY COMPANY BOYCOTTSThe 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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- [SENATE BILL 13 VERIFICATION...](#)

SENATE_BILL_13_VERIFICATION_(1).pdf

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

Pass

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

[SIDDONS MARTIN EMERGENCY GROUP, LLC] RESPONSE DOCUMENT REPORT

Request for Bids - Mobile Breathing Air Cascade System (Re-Bid)

Page 3

[SIDMONS MARTIN EMERGENCY GROUP, LLC] RESPONSE DOCUMENT REPORT

NTB-CDBG No. 2025-11.

Mobile Breathing Air Cascade System (Re-Bid)

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
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- [SENATE BILL 19 VERIFICATION...](#)

SENATE_BILL_19_VERIFICATION.pdf

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Pass

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For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Confirmed

PLEASE ENSURE THAT TARIFFS RELATED TO THIS SOLICITATION ARE INCLUDED IN THE PRICE, IF APPLICABLE.*

Pass

Confirmed

[SIDMONS MARTIN EMERGENCY GROUP, LLC] RESPONSE DOCUMENT REPORT

Request for Bids - Mobile Breathing Air Cascade System (Re-Bid)

Page 4

2. Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FORM AND UPLOAD*
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Please download the below documents, complete, and upload.

- [SYSTEM FOR AWARD MANAGEMENT...](#)

SYSTEM_FOR_AWARD_MANAGEMENT.pdf

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

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CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE*
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CERTIFICATION_ON_NON-LOBBYING_ACTIVITIES_(1).pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE*
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- [CERTIFICATE REGARDING EQUAL...](#)

CERTIFICATE_REGARDING_EQUAL_EMPLOYMENT_OPPORTUNITY_(1).pdf

PRICE TABLES

MOBILE BREATHING CASCADE SYSTEM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobile Breathing Air Trailer (or equivalent)	1	Each	\$195,000.00	\$195,000.00
2	Compressor Bauer H25-D (or equivalent)	1	Each	\$0.00	\$0.00
3	BAS Mod CS6-4 Cascade/Storage System (or equivalent)	1	Each	\$0.00	\$0.00
4	Filling Station (or equivalent)	1	Each	\$0.00	\$0.00
5	Electronic Digital Readout (CO) Carbon Monoxide Monitor Model BAS-4021 (or equivalent)	1	Each	\$0.00	\$0.00
6	Supplier Requirements: Delivery & Testing	1	Each	\$0.00	\$0.00
7	Delivery and Testing	1	Each	\$0.00	\$0.00
8	Warranty	1	Each	\$0.00	\$0.00
9	Delivery	1	Each	\$0.00	\$0.00

[SIDONS MARTIN EMERGENCY GROUP, LLC] RESPONSE DOCUMENT REPORT
NTB-CDBG No. 2025-11.
Mobile Breathing Air Cascade System (Re-Bid)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$195,000.00



SUB AQUATICS, INC.

Unique Entity ID F43EKXJNN5E5	CAGE / NCAGE 63054	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 1, 2025	
Physical Address 8855 E Broad ST Reynoldsburg, Ohio 43068-9601 United States	Mailing Address DbA Breathing Air Systems 8855 East Broad ST Reynoldsburg, Ohio 43068-9601 United States	

Business Information

Doing Business as Breathing Air Systems	Division Name Sub-aquatics Inc, DbA Breathing Air Systems	Division Number (blank)
Congressional District Ohio 12	State / Country of Incorporation Ohio / United States	URL http://www.breathingair.com

Registration Dates

Activation Date Oct 8, 2024	Submission Date Oct 1, 2024	Initial Registration Date Feb 11, 2002
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jul 1, 1972	Fiscal Year End Close Date Jun 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 63054

Points of Contact

Electronic Business

 Janet L Lowery, Prod/Sales Admin	8855 East Broad ST Reynoldsburg, Ohio 43068 United States
---	---

Government Business

 DOUG BALLMANN, VP OF SALES	8855 East Broad ST Reynoldsburg, Ohio 43068 United States
---	---

Past Performance

 matt jogun	8855 E Broad ST Reynoldsburg, Ohio 43068 United States
---	--

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	333912	Air And Gas Compressor Manufacturing

Product and Service Codes

PSC	PSC Name
4310	Compressors And Vacuum Pumps

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

CONSENT AGENDA

Agenda Item No: 10.B.

Amendment No. 2 Professional Engineering Services New Airport Lift
Station

1. Agenda Item:

Consider Authorizing the City Manager to enter into Amendment Number Two (2) to the Agreement Between the City of Edinburg and Javier Hinojosa Engineering Inc., for Professional Engineering Services to Reduce the Contract Amount by \$22,612.50 for the New Airport Lift Station Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

On July 5, 2022, Javier Hinojosa Engineering Inc. was awarded Job Task Order Number One (1) Professional Engineering Services for the New Airport Lift Station. The scope of work included design, surveying and construction management services for a total contract amount of \$167,500.00.

The engineer's estimated construction budget was above the allocated ARPA funding amount; therefore, due to the ARPA funding designations, only the design and survey were complete, and partial construction work was performed in preparation for the lift station. As a result, city staff is requesting an amendment to the agreement reducing the original amount by the remaining \$22,612.50 for construction management services, for a new total amount of \$144,887.50. The construction project may resume upon additional funding allocation.

3. Staff's Recommendation:

Approve Authorizing the City Manager to enter into Amendment Number Two (2) to the Agreement Between the City of Edinburg and Javier Hinojosa Engineering Inc., for Professional Engineering Services to Reduce the Contract Amount by \$22,612.50 for the New Airport Lift Station Project and Execute Any Documents Related Thereto.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. AMENDMENT No. Two - Javier Hinojosa Engineering

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

AMENDMENT NUMBER TWO (2) TO JOB TASK ORDER
NUMBER ONE (1) AGREEMENT BETWEEN THE CITY
OF EDINBURG AND JAVIER HINOJOSA ENGINEERING
INC. TO PROVIDE PROFESSIONAL SERVICES FOR
THE DESIGN OF THE NEW AIRPORT LIFTSTAIION
PROJECT

This Amendment Number Two (2) to Job Task Order Number One (1), to the Agreement is entered into by and between the City of Edinburg (hereinafter referred to as “City”), and **Javier Hinojosa Engineering Inc.**, (hereinafter referred to as “Consultant”),

RECITALS

WHEREAS, on September 15, 2020 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 Professional Engineering Services, (hereafter referred to as “Agreement” and attached as Exhibit C). Specifically, it was agreed that the Consultant shall provide Professional Engineering 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 July 5, 2022, the City and Consultant entered into Job Task Order Number One (1) for professional engineering services for The New Airport Lift Station Project.

WHEREAS, on February 29, 2024, the City and Consultant entered into Amendment Number One to Job Task Order Number One (1) consisting of including the assurance of compliance with Civil Rights and Federally Mandated procurement Provisions Appendix II to 2 CFR Part 200 for The New Airport Lift Station Project.

WHEREAS, City and Consultant further desire to amend Job Task Order Number One (1) to reduce the Professional Engineer Services for The New Lift Station Project, as set out in Exhibit “A” attached hereto.

NOW, THEREFORE, City and Consultant agree to amend said Job Task Order Number One (1) to reduce the Professional Engineer Service for the New Lift Station Project at the amount not to exceed \$22,612.50, as set out in Exhibit “A” attached hereto.

If any of the terms of this Amendment Number Two (2) 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.

This Amendment Number Two (2) to Job Task Order Number One (1) to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis, City Attorney

JAVIER HINOJOSA ENGINEERING

BY: _____
Javier Hinojosa, P.E.
Owner
416 E Dove
McAllen, Texas 78504
Phone: 956-668-1588
Email: javhin@rgv.rr.com

**Attachments: Exhibit "A" Amendment No. 2
Exhibit "B" Job Task Order No. 1**

EXHIBIT “A” – AMENDMENT NO. 2

AGREEMENT

BETWEEN CITY OF EDINBURG AND

JAVIER HINOJOSA ENGINEERING

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NO. F-1295

May 14, 2025

Mr. Gerardo Carmona Jr., P.E., Director of Utilities
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

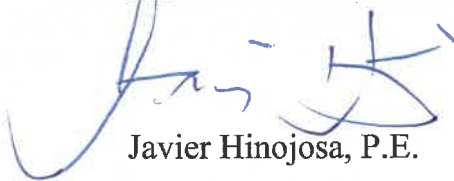
Re: Edinburg Airport Sanitary Sewer Improvements

Dear Mr. Carmona,

This letter will act as proposal for the Engineering Services required for the proposed sanitary sewer improvements for the Edinburg Airport. Our original fee for this project was \$167,500.00. The work provided for Engineering services was a total of \$144,887.50 which leaves the balance of \$22,612.50. This amount will be removed from the current Purchase Order. We look forward to continuing to work with you on this exciting project. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

A handwritten signature in blue ink, appearing to read 'Javier Hinojosa', is written over the printed name.

Javier Hinojosa, P.E.

EXHIBIT “B” – JOB TASK ORDER 1

AGREEMENT

BETWEEN CITY OF EDINBURG AND

JAVIER HINOJOSA ENGINEERING

THE STATE OF TEXAS § AMENDMENT NUMBER ONE (1) TO JOB TASK ORDER
NUMBER ONE (1) AGREEMENT BETWEEN THE CITY
COUNTY OF HIDALGO § OF EDINBURG AND JAVIER HINOJOSA ENGINEERING,
FOR PROFESSIONAL ENGINEERING SERVICES FOR
THE NEW EDINBURG AIRPORT LIFT STATION
CITY OF EDINBURG §

This Amendment Number One (1) is entered into by and between the City of Edinburg (hereinafter called "**City**"), and Javier Hinojosa Engineering, (hereinafter referred to as "**Consultant**").

RECITALS

WHEREAS, on September 15, 2020 the City of Edinburg entered into an agreement with the Consultant to provide Professional Engineering Services for (hereinafter referred to as "Agreement" and attached as Exhibit C); through subsequently assigned Job Task Order(s); and

WHEREAS, In accordance with such Agreement, On July 5, 2022, the City and Consultant approved Job Task Order No. One (1) to provide Professional Engineering Services for The New Airport Lift Station, specifically to provide plans and specs as listed on Exhibit "B" attached hereto and made a part hereof; and

NOW, THEREFORE, this Amendment Number One (1) to Job Task Order Number One (1) to the Agreement, is hereby agreed to include Assurance of Compliance with Civil Rights Provisions & Federally Mandated Procurement Provisions Appendix II to 2 CFR Part 200, attached as Exhibit "A" to this Amendment.

All other provisions of Job Task Order Number One (1) to the Agreement not specifically in conflict with this Amendment, shall remain the same and in full force and effect.

This Amendment Number One (1) to Job Task Order Number One (1) to the Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in duplicate originals on this on this 29th day of February, 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 Yvette Balderas, City Secretary



APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____

Omar Ochoa, City Attorney

JAVIER HINOJOSA ENGINEERING

BY: _____

Javier Hinojosa, P.E.
Owner
416 E. Dove
McAllen, Texas 78504
Phone: 956-668-1588
Email: javhin@rgv.rr.com

Attachments: Exhibit "A" Federal Contract Provisions Provisions
Exhibit "B" Job Task Order Number One (1)
Exhibit "C" Certificate Of Insurance

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:

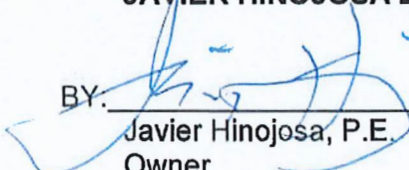
BY: _____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

JAVIER HINOJOSA ENGINEERING

BY:  _____
Javier Hinojosa, P.E.
Owner
416 E. Dove
McAllen, Texas 78504
Phone: 956-668-1588

Attachments: Exhibit "A" Federal Contract Provisions
Exhibit "B" Job Task Order Number One (1)
Exhibit "C" Certificate Of Insurance

**EXHIBIT “A” – FEDERAL CONTRACT
PROVISIONS**

**AGREEMENT
BETWEEN CITY OF EDINBURG
AND JAVIER HINOJOSA ENGINEERING**

**ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS
REQUIREMENTS**

**ASSURANCE OF COMPLIANCE WITH TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as “the Recipient”) must ensure that any contract or sub-award (hereinafter referred to as “the contractor”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. The Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.
3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.
6. The Contractor and Contractor’s successors, transferees and assignees for the period in

which such assistance is provided. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**EXHIBIT “B” – JOB TASK ORDER
NUMBER ONE(1)**

**AGREEMENT
BETWEEN CITY OF EDINBURG
AND JAVIER HINOJOSA ENGINEERING**

THE STATE OF TEXAS § JOB TASK ORDER NUMBER ONE (1) TO THE
COUNTY OF HIDALGO § AGREEMENT BETWEEN THE CITY OF EDINBURG AND
CITY OF EDINBURG § JAVIER HINOJOSA ENGINEERING FOR
PROFESSIONAL ENGINEERING SERVICES FOR THE
NEW EDINBURG AIRPORT LIFT STATION

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and Javier Hinojosa Engineering dated September 15, 2020, is entered into by and between the City of Edinburg (hereinafter referred to as "City"), and Javier Hinojosa Engineering (hereinafter referred to as "Consultant"),

RECITALS

WHEREAS, on September 15, 2020 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 Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Engineering 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, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide for Engineering Services for the for New Edinburg Airport Lift Station as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number One (1) to the Agreement is hereby agreed to and included in the Agreement to provide for Engineering Services for the New Edinburg Airport Lift Station at the amount not to exceed the proposed amount, as set out in Exhibit "A" attached hereto.

If any of the terms of this Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this 5th day of July, 2022.

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
Clarice Yvette Balderas, City Secretary



APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: [Signature]
City Attorney

JAVIER HINOJOSA ENGINEERING

BY: _____

Javier Hinojosa, P.E.
Owner
416 E. Dove
McAllen, Texas 78504
Phone: 956-668-1588
Email: javhin@rgv.rr.com

Attachments: Exhibit "A" Proposal of Job Task Order 1
Exhibit "B" Master Agreement
Exhibit "C" Certificate of Insurance

EXHIBIT "A"

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NO. F-1295

May 27, 2022

Mr. Gerardo Carmona Jr., P.E., Director of Utilities
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Re: Edinburg Airport Sanitary Sewer Improvements

Dear Mr. Carmona,

This letter will act as our proposal for the Engineering Services required for the proposed sanitary sewer improvements for the Edinburg Airport. Our Engineering Services will include the required survey work, Engineering design and construction management of the project. This project will involve extensive survey work to identify all existing utilities in the project area due to the proposed sewer improvements to be located within the TxDOT right of way of I-69. Coordination with the City of Edinburg and TxDOT will be essential in the development of the plans for this project. The City is proposing to construct a sanitary sewer lift station along the south side of FM 490 within the Edinburg Airport property. A force main will be extended from the lift station along FM 490 and south along I-69 to connect to an existing City of Edinburg gravity sewer line located approximately 700 feet south of El Cibolo Road. In addition, sanitary sewer service will be provided to existing buildings within the airport. Our fee to provide these services will be a fixed fee of \$167,500.00 that includes the survey work, Engineering design and construction management of the project. We look forward to working with you on this exciting project and stand ready to begin work at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

Preliminary Cost Estimate
Edinburg Airport Sanitary Sewer Improvements
Prepared By: Javier Hinojosa Engineering
May 27, 2022

A. Edinburg Airport Sanitary Sewer Improvements

1. 8" SS Pipe (SDR 26)	1,500	LF	@	\$55.00 =	\$82,500.00
2. 12" SS Pipe (SDR 26)	2,300	LF	@	\$70.00 =	\$161,000.00
3. Standard 4' Dia. Fiberglass Manhole	12	EA	@	\$7,000.00 =	\$84,000.00
4. Extra Depth Manhole	120	VF	@	\$150.00 =	\$18,000.00
5. 12" X 6" Wye	6	EA	@	\$500.00 =	\$3,000.00
6. 8" X 6" Wye	6	EA	@	\$400.00 =	\$2,400.00
7. 6" Service Pipe	1,200	LF	@	\$25.00 =	\$30,000.00
8. Cleanout on 6" Sewer Service	12	EA	@	\$1,000.00 =	\$12,000.00
9. Lift Station Complete (Approx. 20' Deep)	1	LS	@	\$400,000.00 =	\$400,000.00
10. 8" Force Main (PVC Class 160)	17,200	LF	@	\$40.00 =	\$688,000.00
11. 8" 45 Degree Bends	20	EA	@	\$1,500.00 =	\$30,000.00
12. Tie to Exist. 4' dia. Manhole w/ Force Main	1	LS	@	\$2,000.00 =	\$2,000.00
13. Air Relief Valve in Fiberglass Manhole	17	EA	@	\$15,000.00 =	\$255,000.00
14. Patch & Replace Asphalt Driveways	850	LF	@	\$35.00 =	\$29,750.00
15. 16" Steel Casing & Bore (El Cibolo Rd)	60	LF	@	\$250.00 =	\$15,000.00
16. Trench Protection	21,000	LF	@	\$3.00 =	\$63,000.00
17. Right of Way Repair	Lump Sum		@	\$35,000.00 =	\$35,000.00
18. Traffic Control	Lump Sum		@	\$30,000.00 =	\$30,000.00
19. Utility Adjustments	Lump Sum		@	\$30,000.00 =	\$30,000.00

Subtotal Sanitary Sewer	:	\$1,970,650.00
Engineering , Surveying and Construction Management Fee	:	\$167,500.00
Material Testing Fee	:	\$59,119.50
Geotechnical Report	:	\$10,000.00
Contingency (10%)	:	\$197,065.00
Total	:	\$2,404,334.50

EXHIBIT "B"

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY
OF EDINBURG AND JAVIER
HINOJOSA ENGINEERING FOR
PROFESSIONAL ENGINEERING
SERVICES PURSUANT RFQ NO.
2020-003

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and Javier Hinojosa 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, 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 threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

416 E. Dove
McAllen, Texas 78504
Attn.: Javier Hinojosa, P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future 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.

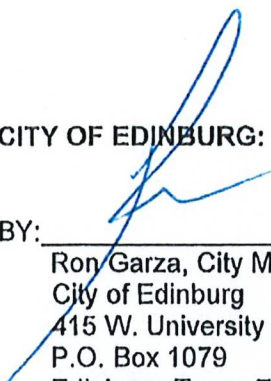
B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

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.

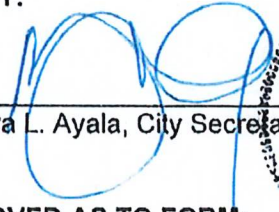
EXECUTED by the parties in triplicate originals on this 15th day of September, 2020.

CITY OF EDINBURG:

BY: 

Ron Garza, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

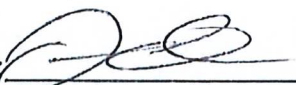
BY: 

Myra L. Ayala, City Secretary



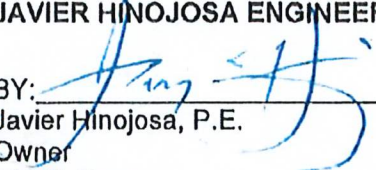
APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: 

Omar Ochoa, City Attorney

JAVIER HINOJOSA ENGINEERING

BY: 

Javier Hinojosa, P.E.

Owner

416 E. Dove
McAllen, Texas 78504
Phone: (956)668-1588
Email: javhin@rgv.rr.com

Attachments: Exhibit "A" RFQ 2020-003, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND JAVIER
HINOJOSA ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES
PURSUANT TO RFQ NO. 2020-003**



REQUEST FOR QUALIFICATIONS

**RFQ# 2020-003
PROFESSIONAL
ENGINEERING
SERVICES**

**SUBMITTAL DEADLINE
MONDAY,
AUGUST 17, 2020
@ 3:00 PM**



**2020-2021
City Officials**

Richard Molina, Mayor
Gilbert Enriquez, Mayor Pro-Tem
Jorge Salinas, Councilmember
David White, Councilmember
Johnny Garcia, Councilmember
Ron Garza, City Manager

415 W. University Dr. • P.O. Box 1079 • Edinburg, Texas 78541
Phone (956) 388-8204 • Fax (956) 383-7111

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2020-003 ENGINEERING SERVICES

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REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Request for Qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time, on Monday, August 17, 2020**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ #2020-003 PROFESSIONAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, at (956) 388-8211.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ #2020-003 PROFESSIONAL ENGINEERING SERVICES

INTENT

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

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response One (1) original marked "**ORIGINAL**," and Two (2) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

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

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, 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 RFQ 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 RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

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 RFQ

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

NO RESPONSE TO RFQ

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

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ 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 qualifications **PROFESSIONAL ENGINEERING SERVICES** 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 Agent, 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 statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

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

CONFIDENTIAL INFORMATION

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 RFQ 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.

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 visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

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 www.ethics.state.tx.us/forms/CIQ.pdf.

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.

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.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 17, 2020 until 3:00 p.m.** for consideration. An **original** and two (2) **copies** of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2020-003 PROFESSIONAL ENGINEERING SERVICES**. In addition, a **USB with a PDF file of response must be provided**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ 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 RFQ 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.

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. 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 RFQ. A corporation shall execute the RFQ 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 RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Engineering Department is currently seeking to retain a rotation list of qualified professional Engineering firms to provide engineering services. The term of the contract will be two (2) years from 10/01/2020 – 09/30/2022. The work will be assigned on an as-needed basis for a variety of capital improvement projects and city programs and projects. The work may be discrete, short term assignments or may be part of larger capital or planning efforts. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas, and shall provide services and have staffing covering some or all of the specialized categories listed below:

- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements
- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Transportation Evaluation
- Traffic Engineering Services
- Traffic Signal Design
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering Services

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

Engineering services provided by the chosen firm(s) may include, but may not be limited to:

- Field investigation and data collection
- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation and presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports including findings and recommendations

- Preparation final documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvement project
- Management and monitoring of planning projects
- Administration and monitoring of regional, state and federal grants
- General civil engineering support services as assigned

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Engineering and Project Management Services Request for Qualifications (RFQ) is requested to be submitted to the City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM on August 17, 2020.

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past Two (2) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.

4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit three (3), one (1) original and two (2) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 29, 2020
Publish RFQ	July 29 & Aug. 5, 2020
RFQ Submission Deadline (Post Marked or Delivered)	August 17, 2020
RFQ Review	August 17 – 21, 2020
City Council Selects Firm(s)	September 1, 2020

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **August 17, 2020 and no later than 3:00 pm**. Three (3) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **PROFESSIONAL ENGINEERING SERVICES**.

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND <u>NAME OF COMPANY</u>
CITY OF EDINBURG	§	FOR PROFESSIONAL ENGINEERING
		SERVICES PURSUANT RFQ NO. 2020-
		003

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and NAME OF COMPANY (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 this Agreement for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's 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 governing body of

the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by 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 City shall be entitled to its attorneys' fees, costs, 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 threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

Address
City, State, Zip Code
Attn.:

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders, the terms of this Agreement shall be controlling.

SECTION XX **NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2020.

CITY OF EDINBURG:

BY: _____
Ron Garza, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip Code
Email:

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance
Exhibit "C" Proposal
Exhibit "D" RFQ 2020-003

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ
NO. 2020-003**

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ
NO. 2020-003**

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ
NO. 2020-003**

EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ
NO. 2020-003

***STATEMENT OF QUALIFICATIONS
FOR***

CITY OF EDINBURG

***RFQ NO. 2020-003
PROFESSIONAL ENGINEERING SERVICES***

ORIGINAL

SUBMITTED BY:

***JAVIER HINOJOSA ENGINEERING
416 E. DOVE AVENUE
McALLEN, TEXAS 78504
(956) 668-1588
FAX: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295***

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- 7. Contact Information**

TRANSMITTAL LETTER

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588 • Fax: (956) 994-8102

August 14, 2020

javhin@rgv.rr.com
TBPE FIRM NO. F-1295

Mr. Mardoqueo Hinojosa, P.E., City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78540

Re: RFQ No. 2020-003 Professional Engineering Services

Dear Mr. Hinojosa,

Javier Hinojosa Engineering (JHE) thank you for the invitation to be considered for providing Engineering Services required by the City of Edinburg. This submittal responds to your request for proposals due August 17, 2020.

We have assembled a project team and approach that will bring the proper focus and sensitivity to the Engineering services you require. Our approach will:

Incorporate an "in-depth" look at the project with respect to the goals of achieving proper approaches in the project area.

Provided a project team whose experience genuinely affords the ability to develop innovative approaches to the project.

Provide the City with the type of coordination and personal services that allows for quick responses to requests and timely solutions to problems that might arise.

Provide the City with personnel who are dedicated to the assigned project. This will ensure a high level of project involvement and personal concern with the timely and successful completion of services.

Mr. Mardoqueo Hinojosa, P.E., City Engineer
City of Edinburg
August 14, 2020
Page 2

Principals in our firms will be involved in every phase of the project. Follow-through is a particular element that characterizes Javier Hinojosa Engineering.

Provide the City with a project team that has successfully completed other similar projects and has worked well with your staff in previous matters.

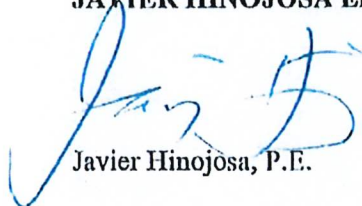
Mr. Javier Hinojosa, P.E., will serve as Project Manager for this assignment. Mr. Hinojosa is extremely familiar with the City's needs for this project. Mr. Hinojosa has over 35 years of experience in Civil Engineering and will be responsible in the day to day activities of the Project to its completion. Mr. Hinojosa is extremely familiar with the City of Edinburg. The following is his contact information:

Javier Hinojosa, P.E., Owner
Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504
Ofc: 956-668-1588
Fax: 956-994-8102
Cell: 956-624-7006
E-mail: javhin@rgv.rr.com

JHE's basis for rating performance on a project begins with client satisfaction. If the client is satisfied at the completion of the job, then JHE has performed well. For the client to be satisfied we expect all aspects of the project to be completed on time, within the budget allocated and with a minimum of effort on the part of the client. We would welcome the opportunity to be considered for these challenging projects and look forward to talking with you in more detail about our proposal.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

FIRM QUALIFICATION AND EXPERIENCE

HISTORY OF FIRM

Name of Firm: Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504
Phone: (956) 668-1588
Fax: (956) 994-8102
E-Mail: javhin@rgv.rr.com

Year Firm Established: 1996

Contact Person: Javier Hinojosa, P.E.

Principal: Javier Hinojosa, P.E., Owner

Texas Registration No.: 74808

Type of Organization: Sole Proprietorship

Background: Javier Hinojosa Engineering (JHE) is a Civil Engineering Company that specializes in infrastructure improvements. JHE provides clients design in water distribution systems, sanitary sewer systems, storm drainage systems, street designs, parking lot designs, surveys and land development. A further description of our services is included within this package.

History of Engineering Certification: Mr. Hinojosa received his Engineering Registration from the State of Texas on March 19, 1993. The firm of Javier Hinojosa Engineering (Registration No. F-001295) has been registered with the State of Texas since September 22, 2000.

Ability to commence services immediately after successfully negotiating a contract: Javier Hinojosa Engineering can begin work immediately.

Familiarity with geographical area: Javier Hinojosa Engineering is extremely familiar with the Edinburg area. Mr. Hinojosa has over 35 years of experience in this area.

Javier Hinojosa Engineering is an Equal Opportunity Employer.

MANAGEMENT AND ORGANIZATIONAL APPROACH

JAVIER HINOJOSA ENGINEERING (JHE) recognizes the need for economical, technically innovative and efficient facilities for construction projects. These needs can only be met by a team which provides the necessary Engineering experience, expertise, technology, planning, and understanding of the client's objectives. In addition, the team must have a project approach which effectively applies all available resources to satisfy the project requirements. JHE has the project team and project approach for the successful performance of this work. The JHE project approach outlined here combines experience and technical expertise in order to ensure the constructibility and cost effective construction of the project. The team assembled here possesses all of the necessary qualifications to achieve and integrated approach to your project. Mr. Javier Hinojosa, P.E. will provide the single point of accountability and project management control that will coordinate, direct, and focus the combined efforts of the project team. This organization of the project helps the Owner in several ways: it creates clear line of responsibilities; it establishes the best framework for communication between the team and the client; and it ensures the achievement of a rigorous schedule.

The experience represented and organized here is backed by dozens of successful Civil Engineering projects. In every organizational category, key individuals who have worked on these projects are committed to this project. No one on the Project Team will be "training" on your job; each member of the team has a background and experience in similar recent projects. Mr. Javier Hinojosa, P.E. will provide the single point of accountability and project management for the team but also will provide expertise in project administration and construction phase services for the entire assignment.

PROJECT ORGANIZATION

JHE proposed to use the principal project staff members of the firm. The duties and responsibilities of the key staff members are described in the resumes describing the related experience of each project team member. The principal staff members have been chosen to assure that this project benefits from the best staff capabilities and experience available within the firm. The individuals chosen have the technical capabilities and experience required by this project, the ability to produce responsive engineering designs within the budgetary and time requirements of the client, and the ability to effectively work with the client's staff. The Project Manager, Mr. Javier Hinojosa, is responsible for primary project execution, providing overall coordination with the client, supervising and directing the Project Team, and reviewing and approving work on the project. Mr. Hinojosa has more than 35 years of experience in Civil Engineering. He is experienced in planning, design, and construction phase services for the projects similar in size and scope to the proposed projects. Mr. Hinojosa will provide technical direction and quality assurance on the project and will be responsible for ensuring that the design incorporates all current, appropriate technology, and is technically efficient, complete, and constructible.

During each phase of this work, JHE will meet with the client staff to review the project progress, discuss alternative approaches, receive and incorporate staff comments,

and coordinate the Engineer design to produce the desired results. Presentations of the work will be made at appropriate points in the project schedule.

JHE's philosophy is to provide our clients with designs that are cost-effective in terms of engineering, construction, and operations and maintenance. The firm emphasizes complete analysis of design considerations, application of the most appropriate technology, comprehensive cost effectiveness assessments, and quality assurance. Mr. Hinojosa has accomplished numerous Civil Engineering Projects in Hidalgo County in recent years. In approaching this project, JHE will use a systematic development with each task serving as a building block for later stages of the project. The specific project tasks follow in this proposal for your review. These specific tasks include:

I. PROJECT ORIENTATION AND STARTUP

We propose that an initial project orientation meeting be scheduled so that both the Owner and our firm may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

II. SURVEY

Topographic information will be developed by field survey. Record plans will be reviewed and confirmed. Soil boring information will be obtained during this task for use in design if necessary. Underground utilities will be located through contracts with the appropriate representatives.

III. PRELIMINARY DESIGN

Preliminary plans will be developed using the information secured from ongoing field surveys and review of record plans. A preliminary design will be accomplished. Preliminary cost estimates will be developed. During and at the completion of this task, we intent to meet with the Owner to obtain input and to provide guidance in developing recommended solutions.

IV. PRELIMINARY PLANS AND ESTIMATES

The preliminary set of plans which will result from Task IV along with cost estimates will be reviewed with the Owner for input and guidance.

VI. FINAL PLANS & SPECIFICATIONS

Final plans, specifications and estimates will be prepared. The output of this task will be the documents necessary for bidding and constructing this project. These documents will be developed to meet the Owner's requirements for the project.

VII. CONSTRUCTION

During this task we will observe ongoing work, coordinate construction with Owner and Contractor personnel and certify periodic payment requests from the Contractor. Upon completion, a final inspection will be scheduled with the Contractor and Owner. The outcome of this final inspection will be a Certificate of Completion or a punch list of items for the Contractor the complete. Upon final completion of the punch list, a Certificate of Completion will be issued.

JAVIER HINOJOSA ENGINEERING

PROJECT EXPERIENCE

1. Project Name: Zaragosa Drive and Sugar Road Paving and Drainage Improvements
Location: Pharr, Texas
Year Completed: 2019
Project Scope: Project Engineer for design and construction phase services for an Industrial Park located in the City of Pharr including design services for water, sanitary sewer, storm drainage and concrete paving improvements
Owner: City of Pharr
Contact Person: Omar Anzaldua, P.E., City Engineer
Address: 118 S. Cage Blvd.
Pharr, Texas 78577
Phone #: 956-402-4242
Project Construction Cost: \$650,000.00
Contractor: RDH Site and Concrete, LLC
Address: 3809 Clavel Street, Suite D
Palmview, Texas 78572
Phone #: 956-502-5426
Engineer: Javier Hinojosa, P.E.
Completed: On time

2. Project Name: Northeast Original Townsite Drainage Improvements (Kuhn Street)
Location: Edinburg, Texas
Year Completed: 2019
Project Scope: Project Engineer for design and construction phase services for a drainage improvements for Kuhn Avenue within the City of Edinburg.
Owner: City of Edinburg
Contact Person: Mardoqueo Hinojosa, P.E., City Engineer
Address: 415 W. University Drive
Edinburg Texas 78541
Phone #: 956-388-8955
Project Construction Cost: \$140,000.00
Contractor: Gonzalez Enterprises, LLC
Address: P.O. Box 808
Edinburg, Texas 78539
Phone #: 956-587-1971
Engineer: Javier Hinojosa, P.E.
Completed: On time

3. Project Name: Hidalgo County Precinct No. 3 -- Peñitas Drain
Location: Peñitas, Texas
Year Completed: 2019
Project Scope: Project Engineer for design and construction phase services for drainage improvements consisting of construction of a new drainage ditch with a crossing of US Expressway 83 and construction of drainage facilities within existing subdivisions. This project was funded by the General Land Office (GLO)
Owner: Hidalgo County Precinct No. 3
Contact Person: Commissioner Joe M. Flores
Address: 724 N. Breyfogle
Mission, Texas 78574
Phone #: 956-585-4509
Project Construction Cost: \$3,368,000.00
Contractor: Saenz Brother Construction and Mor-Wil Construction
Engineer: Javier Hinojosa, P.E.
Completed: On time

4. Project Name: City of Mission Tennis Center
Location: Mission, Texas
Year Design Completed: 2019
Project Scope: Project Engineer for design and construction phase services for new tennis complex located in Mission, Texas. Services included design for new tennis courts, sanitary sewer lines, waterlines, drainage lines and paving improvements.
Owner: City of Mission
Contact Person: Brad Bentsen
Address: 1201 E. 8th Street
Mission, Texas 78572
Phone #: 956-580-8760
Project Construction Cost: \$1,901,700.00
Contractor: Teni-Trak, Inc.
Contact Person: Jeff St. John
Address: 306 S. Illinois Street
Mercedes, Texas 78570
Phone #: (956) 565-3385
Engineer: Javier Hinojosa, P.E.

5. Project Name: Ann Marie Drive Paving Improvements
Location: Mission, Texas
Year Design Completed: 2019
Project Scope: Project Engineer for design and construction phase services for paving and drainage improvements for the reconstruction of Ann Marie Drive within the City of Mission.
Owner: City of Mission
Contact Person: J.P. Terrazas, P.E., City Engineer
Address: 1201 E. 8th Street
Mission, Texas 78572
Phone #: 956-580-8650
Project Construction Cost: \$463,000.00
Contractor: RDH Site and Concrete
Contact Person: Dianaly De Hoyos
Address: 3809 Clavel St. Suite D
Palmview, Texas 78572
Phone #: (956) 502-5426
Engineer: Javier Hinojosa, P.E.

**TEAM MEMBER QUALIFICATIONS
AND
EXPERICENCE**

**KEY MEMBERS
PROJECT ASSIGNMENTS, LINES OF AUTHORITY
AND COMMUNICATION FOR PRINCIPALS**

1. Javier Hinojosa, P.E., Owner: Mr. Hinojosa will be the Project Engineer for each assigned project. Mr. Hinojosa will be the primary point of contact for the City. Mr. Hinojosa will be involved with each assigned project from start of design services to completion of construction.

2. Pedro H. Gonzalez, Project Manager: Mr. Gonzalez will be the Project Manager for each assigned project. Mr. Gonzalez will coordinate day to day activities for Engineering services related to each assigned project. Mr. Gonzalez will work closely with City staff to coordinate all activities within the City.

3. Daniel Lopez, Survey Technician/ Construction Inspector: Mr. Lopez will be providing services related to acquisition of field data for the preparation of the final Engineering construction documents. Mr. Lopez will also assist during the construction phase with periodic inspection of each assigned project .

4. Carlos Vasquez, RPLS (CVQ Land Surveyors, LLC): Mr. Vasquez will be responsible for boundary surveys and metes and bounds descriptions as needed or required by the City.

Javier Hinojosa, P.E.
Principal

Education Mission High School, 1980
Bachelor of Science in Civil Engineering, 1985
Texas A & M University

Registration Registered Professional Engineer No. 74808
State of Texas

Experience Javier Hinojosa Engineering
January 1996 - Present
L.L. Rodriguez and Associates, Inc.
1985 - 1995
Director of Engineering

Affiliations Texas Society of Professional Engineers

Noteworthy projects reflecting experience include the following:

City of Mission Drainage Improvements

Client: City of Mission
Project Engineer for the preparation of construction plans and specifications for drainage improvements within the City of Mission including Stewart Road, 1st Street, Dunlap Avenue and Citriana Avenue.

Mission Event Center

Client: City of Mission
Project Engineer for design and construction phase services for a 30 acre multi-use subdivision located in the City of Mission including design services for water, sanitary sewer, storm drainage and paving improvements.

City of Mission Bryan Road (FM 396) Water and Sewer Relocations

Client: City of Mission
Project Engineer for the preparation of construction plans and specifications for water and sanitary sewer improvements along South Bryan Road in conjunction with the widening of this road by TxDOT.

City of Mission Keralum Avenue Drainage Improvements

Client: City of Mission
Project Engineer for design and construction phase services for storm drainage improvements along Keralum Avenue from 1st Street to 15th Street within the City of Mission, Texas. Project involved construction of drainage improvements with the established townsite of Mission and involved special design considerations involving existing utilities.

City of Mission Year 2016 Street Improvements

Client: City of Mission
Project Engineer for the preparation of construction plans and specifications for street improvements within the City of Mission.

Bentsen Palm Drive Drainage Outfall

Client: Hidalgo County Precinct No. 3
Project Engineer for the preparation of construction plans and specifications for the

Javier Hinojosa, P.E.
Principal

drainage improvements of Bentsen Palm Drive from the County's Main Drain north to Mile 3.

Colonia Access Program Paving and Drainage Improvements

Client: Hidalgo County Precinct No. 3
Project Engineer for the preparation of construction plans and specifications for the paving and drainage improvements of numerous subdivisions (colonias) within the Hidalgo County Precinct No. 3 areas.

City of Mission Commerce Street Drainage Improvements

Client: City of Mission
Project Engineer for design and construction phase services for storm drainage improvements for Commerce Street within the City of Mission, Texas. Project involved replacement of existing drainage improvements to correct ongoing drainage issues in the area.

City of Mission Perkins Avenue Drainage Improvements

Client: City of Mission
Project Engineer for design and construction phase services for storm drainage improvements for Perkins Avenue from 11th Street to 15th Street, 12th Street from Perkins Avenue to Conway Avenue and 15th Street from Perkins Avenue to Perkins Avenue within the City of Mission, Texas. Project involved construction of drainage improvements within the established townsite of Mission and involved special design considerations involving existing utilities.

City of Mission Glascock Road Drainage Improvements

Client: City of Mission
Project Engineer for design and construction phase services for storm drainage improvements for Glascock Road from the Hidalgo County Irrigation District No. 1 Main Canal to the Mission Lateral Drain Ditch. Project involved construction of a drain line crossing under the main canal and discharging into the Mission

Lateral to provide an alternate outfall for the area.

City of Mission Melba Carter Drainage Ditch Improvements

Client: City of Mission
Project Engineer for design and construction phase services for storm drainage improvements for the Melba Carter Drain Ditch including widening of the ditch section, improvements to the road crossings and elimination of the levee to allow for a free flowing ditch into the Mission Inlet.

Peñitas Drain

Client: Hidalgo County Precinct No. 3
Project Engineer for design and construction phase services for storm drainage improvements located within the City of Peñitas and Hidalgo County Precinct No. 3. This project was funded through the General Land Office as part of the Hurricane Dolly Disaster Relief Fund. Project involved drainage improvements to existing subdivisions, construction of a drain ditch and 8' X 6' concrete boxes. Special design features were necessary for the boxes as they crossed under an existing Irrigation District canal and across U.S. Highway 83.

Renaissance Center Subdivision

Client: City of McAllen/Doctors Hospital at Renaissance
Project Engineer for design and construction phase services for a 50 acre multi-use subdivision located in the City of McAllen including design services for water, sanitary sewer, storm drainage and paving improvements

Pharr Produce District Subdivision Phase

Client: City of Pharr
Project Engineer for design and construction phase services for 100 acre Industrial Park located in the City of Pharr including design services for water, sanitary sewer, lift station, storm drainage and concrete paving improvements

Javier Hinojosa, P.E.
Principal

Residential Land Development

Client: Various

Project Engineer for design and construction of numerous residential developments in the Mission, McAllen, Edinburg and Pharr areas including the following:

- Trinity Oaks Subdivision -- McAllen, Texas
- Cielo Vista Subdivision -- McAllen, Texas
- The Estates at Sharyland - Palmhurst, Texas
- Summer Breeze Subdivision -- Mission, Texas
- The Oaks at Cimarron -- Mission, Texas
- The Legends at Cimarron -- Mission, Texas
- Westover Park Subdivision -- Mission, Texas
- Shary Crossing Subdivision -- Mission, Texas
- Redstone Estates Subdivision -- Mission, Texas
- Lakeview at Palmshores Subdivision,
- La Joya, Texas
- Heritage Park Subdivision - Mission, Texas
- Tower Landing Subdivision - Alamo, Texas
- Tiffany Estates Subdivision
- McAllen, Texas
- Hunter's Cove Subdivision - McAllen, Texas
- Malmaison Luxe at Trinity Oaks Subdivision
- Mission, Texas
- Autumn Ridge Estates - Edinburg, Texas
- Schunior Village Subdivision
- Edinburg, Texas
- Villa Cantera Subdivision -- McAllen, Texas
- Bentley Estates Subdivision
- Edinburg, Texas
- Meadow Ridge Subdivision -- Edinburg, Texas
- Garden View Subdivision -- Pharr, Texas
- Hacienda Palms Subdivision -- Pharr, Texas
- Providence Subdivision -- Pharr, Texas

REFERENCES

REFERENCES

- 1) Hidalgo County Precinct No. 3
Mr. Joe M. Flores, Commissioner
724 N. Breyfogle
Mission, Texas 78572
956-585-4509
- 2) City of Mission
Mr. Roberto Salinas, P.E., Public Works Director
1201 E. 8th Street
Mission, Texas 78572
956-580-8780
- 3) Mission C.I.S.D.
Mr. Ricardo Rivera, Assistant Superintendent for Operations
520 Holland Avenue.
Mission, Texas 78572
(956) 578-5031
- 4) McAllen I.S.D.
Mr. Ruben Treviño, Executive Director for Facilities,
Maintenance & Operations
4309 Warrior Drive, Suite B
McAllen, Texas 78501
956-632-3200
- 5) City of Mission
Mr. J.P. Terrazas, P.E., City Engineer
1201 E. 8th Street
Mission, Texas 78572
956-580-8650

**CITY OF EDINBURG
PAST PROJECTS**

1. Project Name: Northeast Original Townsite Drainage Improvements (Kuhn Street)

Location: Edinburg, Texas

Year Completed: 2019

Project Scope: Project Engineer for design and construction phase services for a drainage improvements for Kuhn Avenue within the City of Edinburg.

Owner: City of Edinburg

Contact Person: Mardoqueo Hinojosa, P.E., City Engineer

Address: 415 W. University Drive
Edinburg Texas 78541

Phone #: 956-388-8955

Project Construction Cost: \$140,000.00

Contractor: Gonzalez Enterprises, LLC

Address: P.O. Box 808
Edinburg, Texas 78539

Phone #: 956-587-1971

Engineer: Javier Hinojosa, P.E.

Completed: On time

2. Project Name: Sugar Road Area Detention

Location: Edinburg, Texas

Year Completed: Ongoing design

Project Scope: Project Engineer for a drainage improvement project for a detention facility located in the Sugar Road area within the City of Edinburg.

Owner: City of Edinburg

Contact Person: Mardoqueo Hinojosa, P.E., City Engineer

Address: 415 W. University Drive
Edinburg Texas 78541

Phone #: 956-388-8955

INSURANCE

INSURANCE INFORMATION

At this time Javier Hinojosa Engineering carries a General Liability insurance in the amount of \$1,000,000.00, Automobile Liability in the amount of \$1,000,000.00, Worker's Compensation in the amount of \$1,000,000.00 and Professional Liability in the amount of \$1,000,000.00. Any certifications required by the City will be addressed on a job specific basis. No claims against insurance have ever been received.

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Javier Hinojosa Engineering has read the Professional Services Agreement included in RFQ No. 2020-003 Professional Engineering Services. If selected Javier Hinojosa Engineering agrees to meet the prerequisite insurance requirements and enter into agreement with the City of Edinburg.

CONTACT INFORMATION

**JAVIER HINOJOSA ENGINEERING
CONTACT INFORMATION**

1. Javier Hinojosa, P.E., Owner
Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504
Ofc: 956-668-1588
Fax: 956-994-8102
Cell: 956-624-7006
E-mail: javhin@rgv.rr.com

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND JAVIER
HINOJOSA ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES
PURSUANT TO RFQ NO. 2020-003**

EXHIBIT "C"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2020

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 DAVIS INSURANCE AGENCY 2030 E Griffin Pkwy Mission, TX 78572	CONTACT NAME: Carl Davis PHONE: (A/C, H/O, E/M): (956)581-9838 E-MAIL: davisinsuranceagency@yahoo.com ADDRESS:	FAX: (A/C, H/O): (956)510-1524
INSURED Javier Hinojosa Engineering 416 E Dove MCALLEN, TX 78504	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Co. INSURER B: Progressive Insurance Company INSURER C: Argonaut Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO JECT ☐ LOC OTHER:	X X	33 SBA AH00UT	8/14/2020	8/14/2021
				LIMITS	
				EACH OCCURRENCE	\$ 2,000,000
				DAMAGE TO RENTED PREMISES (Ee occurrence)	\$ 100,000
				MED EXP (Any one person)	\$ 10,000
				PERSONAL & ADV INJURY	\$ 2,000,000
				GENERAL AGGREGATE	\$ 4,000,000
				PRODUCTS - COM/OP AGG	\$ 4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	02495223-0	8/14/2020	8/14/2021
				COMBINED SINGLE LIMIT (Ee accident)	
				\$ 1,000,000	
				BODILY INJURY (Per person)	
				\$	
				BODILY INJURY (Per accident)	
				\$	
				PROPERTY DAMAGE (Per accident)	
				\$	
A	UMBRELLA LIAB EXCESS LIAB DED \$ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	33 SBA AH00UT	8/14/2020	8/14/2021
				EACH OCCURRENCE	\$ 1,000,000
				AGGREGATE	\$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X	33 WBC AH0A1Z	8/14/2020	8/14/2021
				PER STATUTE	OTH-ER
				E.L. EACH ACCIDENT	\$ 1,000,000
				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability		121AE00025554-01	1/3/2020	1/3/2021
				Each Claim	\$ 1,000,000
				Aggrgate	\$ 1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, Texas 78542

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**EXHIBIT “C” – CERTIFICATE OF
INSURANCE**

**AGREEMENT
BETWEEN CITY OF EDINBURG
AND JAVIER HINOJOSA ENGINEERING**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2023

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

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

PRODUCER	CONTACT NAME: Carl Davis
DAVIS INSURANCE AGENCY	PHONE (A/C, No, Ext): (956)581-9838
2030 E Griffin Pkwy	FAX (A/C, No): (956)519-1524
Misslon, TX 78572	E-MAIL: davisinsuranceagency@yahoo.com
	ADDRESS: davisinsuranceagency@yahoo.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hartford Underwriters Insurance Co.
	INSURER B: Progressive Insurance Company
	INSURER C: Underwriters at Lloyds
	INSURER D:
	INSURER E:
	INSURER F:

INSURED

Javier Hinojosa Engineering
416 E Dove
MCALLEN, TX 78504

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X X	72 SBA AH00UT	8/14/2023	8/14/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	02495223	8/14/2023	8/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		72 SBA AH00UT	8/14/2023	8/14/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	72 WBC AH0A1Z	8/14/2023	8/14/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		PLC-00030-01	1/3/2023	1/3/2024	Each Claim \$ 1,000,000 Aggregate \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF EDINBURG
415 W UNIVESITY DR
EDINBURG, TX 78542

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

AUTHORIZED REPRESENTATIVE

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

CONSENT AGENDA

Agenda Item No: 10.C.

Granting an Easement and Right of Way to AEP Texas Inc.

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit the Conveyance of an Easement and Right of Way to AEP Texas Inc. for the Wastewater Treatment Plant Upgrades and Authorize City Manager to Execute Such Document. [Gerardo Carmona Jr. P.E., Director of Utilities]

2. Description:

On April 16, 2024, the City Council approved Bid No. 2024-02 for Phase I Upgrades to the Existing Wastewater Treatment Plant, which includes the rehabilitation and expansion of the facility. To support the additional power requirements for these improvements, AEP is requesting a perpetual exclusive easement from the City within the Wastewater Treatment Plant property. No structures will be permitted to be built over this easement and shall be considered perpetual.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit the Conveyance of an Easement and Right of Way to AEP Texas Inc. for the Wastewater Treatment Plant Upgrades and Authorize City Manager to Execute Such Document.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG AUTHORIZING THE CITY MANAGER TO SUBMIT THE CONVEYANCE OF AN EASEMENT AND RIGHT OF WAY TO AEP TEXAS INC. FOR THE WASTEWATER TREATMENT PLANT UPGRADES AND AUTHORIZE CITY MANAGER TO EXECUTE SUCH DOCUMENT.

WHEREAS, On April 16, 2024, City Council approved Bid No. 2024-02, Phase I Upgrades to Existing Wastewater Treatment Plant (hereinafter called “Project”); and,

WHEREAS, an easement is needed in order to provide power for the Wastewater Treatment Plant Upgrades located at 1202 N. M Road Edinburg, Texas; and,

WHEREAS, AEP TEXAS INC., requires an Easement and Right of Way from the City of Edinburg for such purpose; and,

WHEREAS, Granting of the easement and right of way assigns a perpetual easement and right of way for electrical distribution lines, consisting of poles made of wood, metal or other materials, cross arms, static wires, guys, wire circuits underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including but not limited to, transformer, meters, vaults, and service pedestals) over, under, across, and upon a portion of the described land, together with the right of ingress and egress over, under across, and upon the easement area; and

WHEREAS, the City of Edinburg hereby approves the conveyance of an easement over, under, across, and upon the real property as described in Attachment “A” attached hereto and made a part hereof for all purposes, and authorizes the City Manager to Execute All Documents Relating Thereto; and,

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

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and directs the City Manager to submit the Conveyance of an Easement and Right of Way to AEP Texas Inc., and execute any and all documents relating thereto.

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, 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 ____ day of June, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

EASEMENT AND RIGHT OF WAY

CITY OF EDINBURG, A MUNICIPAL CORPORATION, (“Grantor”), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.**, a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 (“Grantee”) the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Hidalgo County, Texas, to wit:

SEE EXHIBIT "A" AND "B", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL APPLICABLE PURPOSES. (the “Easement Area”)

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor’s adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee’s exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee’s improvements without the express written consent of Grantee.

TO HAVE AND TO HOLD the above-described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above-described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2025.

[Rest of this page intentionally left blank-Signature page follows]

CITY OF EDINBURG,
a municipal corporation

By: _____
Myra L. Ayala - City Manager

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this _____ day of _____, 2025, by
Myra L. Ayala, City Manager of the City of Edinburg, a municipal corporation.

NOTARY PUBLIC, State of Texas

(Seal)

EXHIBIT "A"

April 22, 2025

METES AND BOUNDS DESCRIPTION 0.015 OF ONE ACRE [670.000 SQUARE FEET] OUT OF LOT 12, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY CITY OF EDINBURG HIDALGO COUNTY, TEXAS

10.0-FOOT AEP EASEMENT

A tract of land containing 0.015 of one acre [670.000 square feet] situated in the City of Edinburg, County of Hidalgo, Texas, being a part or portion out of Lot 12, Section 245, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 1, Page 16, Hidalgo County Map Records, which said 0.015 of one acre [670.000 square feet] out of a certain tract conveyed to the City of Edinburg by virtue of a Warranty Deed recorded in Volume 459, Page 230, Hidalgo County Deed Records, said 0.015 of one acre [670.000 square feet] also being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 12, Section 245, and within the existing rights-of-ways of E. Chapin Street and N. "M" Road;

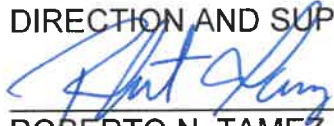
THENCE, S 08° 56' 31" W along the West line of said Lot 12, Section 245, and within the existing right-of-way of N. "M" Road, a distance of 1,022.39 feet;

THENCE, S 81° 03' 29" E a distance of 855.03 feet to a set No. 4 rebar set, for the Southwest corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 00° 00' 00" E a distance of 44.50 feet to a No. 4 rebar set, for an inside corner of this tract;
2. THENCE, N 90° 00' 00" W a distance of 2.50 feet to a No. 4 rebar set, for an outside corner of this tract;
3. THENCE, N 00° 00' 00" E a distance of 15.00 feet to a No. 4 rebar set, for the Northwest corner of this tract;
4. THENCE, N 90° 00' 00" E a distance of 15.00 feet to a No. 4 rebar set, for the Northeast corner of this tract;
5. THENCE, S 00° 00' 00" E a distance of 15.00 feet to a No. 4 rebar set, for an outside corner of this tract;
6. THENCE, N 90° 00' 00" W a distance of 2.50 feet to a No. 4 rebar set, for an inside corner of this tract;

7. THENCE, S 00° 00' 00" E a distance of 44.50 feet to a No. 4 rebar set, for the Southeast corner of this tract;
8. THENCE, N 90° 00' 00" W a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.015 of one acre [670.000 square feet] 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 02/24/2025 UNDER MY DIRECTION AND SUPERVISION.


ROBERTO N. TAMEZ, R.P.L.S. #6238

04/22/2025

DATE:



P.O.C.
N.W. COR.
LOT 12
SECTION 245

CITY OF EDINBURG
WARRANTY DEED
VOLUME 459, PAGE 230,
H.C.D.R.

EXHIBIT "B"



SCALE: 1"=20'

N. 'M' ROAD
S 08° 56' 31" W
1022.39'

E. CHAPIN STREET

"L2"

"L3"

"L4"

"L1"

"L5"

N 00° 00' 00" E
44.50'

S 00° 00' 00" E
44.50'

S 81° 03' 29" E
855.03'

P.O.B.

dirt drive

"L6"

Line Table		
Line #	Direction	Length
"L1"	N 90° 00' 00" W	2.50'
"L2"	N 00° 00' 00" E	15.00'
"L3"	N 90° 00' 00" E	15.00'
"L4"	S 00° 00' 00" E	15.00'
"L5"	N 90° 00' 00" W	2.50'
"L6"	N 90° 00' 00" W	10.00'

LEGEND

○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC

H.C.M.R. - HIDALGO COUNTY MAP RECORDS

H.C.D.R. - HIDALGO COUNTY DEED RECORDS

N.W. COR. - NORTHWEST CORNER

P.O.B. - POINT OF BEGINNING

P.O.C. - POINT OF COMMENCING

Sq. Ft. - SQUARE FEET

∅ POWER POLE 2

□ TRANSFORMER 1

— OH — OH — OVERHEAD POWER LINE

**PLAT SHOWING
10.0' AEP EASEMENT
BEING 0.015 OF ONE ACRE
[670.000 Sq. Ft.] OUT OF
LOT 12, SECTION 245,
TEXAS-MEXICAN RAILWAY
COMPANY'S SURVEY
VOLUME 1, PAGE 16, 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 02/24/25 UNDER MY DIRECTION AND SUPERVISION.

[Signature]
ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 02/24/2025

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR SET AT THE SOUTHWEST CORNER AND THE No. 4 REBAR SET AT THE INSIDE CORNER OF SUBJECT TRACT.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.



TBPES No. 10096900

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

PAGE 3 OF 3
DATE: 03/14/2025
JOB No. 21080.17
FILE NAME: 21080.17_AEP Easement
DRAWN BY: B.M.

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

CONSENT AGENDA

Agenda Item No: 10.D.

Interlocal Agreement Between the City of Edinburg and Harris County
Department of Education/Choice Partners

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and Harris County Department of Education/Choice Partners Purchasing Cooperative and Execute Any Documents Related Thereto. [Ascencion Alonzo, Director of Finance]

2. Description:

City Staff requests approval to execute the attached Interlocal Agreement between the City of Edinburg and Harris County Department of Education Purchasing Cooperative, pursuant to the "Texas Interlocal Cooperation Act" Chapter 791, Texas Government Code. Approval of the Interlocal Agreement will allow the City to register and participate in the Harris County Department of Education Cooperative Purchasing Program and authorize staff to use Harris County Department of Education Cooperative Purchases when feasible.

The City of Edinburg has the general legal authority to access the contracts of other government agencies available through local, regional, and state cooperative purchasing programs. The goal is to combine City's purchasing requirements with other government agencies to achieve higher volume pricing, which results in direct cost and administrative savings. The Harris County Department of Education is a political subdivision, and Choice Partners is a purchasing cooperative alliance that offers public agencies contracts that have been competitively solicited by being the lead agency for use by other government agencies. The program is non-exclusive and voluntary. The City can use those contracts that offer the best fit and the overall value based on the City's specific needs and requirements.

There is no cost to participate in this program.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and Harris County Department of Education/Choice Partners Purchasing Cooperative and Execute Any Documents Related Thereto.

Reviewed by:

Ascencion Alonzo, Director of Finance
Nelda Ramirez, Assistant City Manager

Prepared by:

Criselda Lozano, Purchasing
Manager

Attachments:

A. Interlocal Contract

**Interlocal Agreement
between Harris County Department of Education
& City of Edinburg**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and City of Edinburg, a local governmental entity and/or political subdivision (“LGE”), located in Edinburg (*city*), Texas (*state*), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
 5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

_____ ("LGE")
Attn: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

City of Edinburg

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

James Colbert, Jr.

Printed Name

County School Superintendent

Title

Date

Date

Type of Local Governmental Entity (*select one*):

- | | |
|---|---|
| ☐ School District | ☐ Charter School |
| ☐ County | ☒ City/Municipality |
| ☐ University | ☐ College |
| ☐ State Entity | |
| ☐ Governmental entity/other: _____ | |



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 3, 2025

CONSENT AGENDA

Agenda Item No: 10.E.

Minutes for Approval

1. Agenda Item:

Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: December 17, 2024, and 2025 Regular Meetings: March 18, 2025, April 01, 2025, and May 06, 2025. [Clarice Y. Balderas, City Secretary]

2. Description:

The City Secretary Department prepares and maintains the legislative history of all City Council meetings for historic and public purposes in accordance to the: City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions. The City Code of Ordinances states, “yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council.”

Texas Government Code; Title 5. Open Government; Ethics; Subtitle A. Open Government; Chapter 551. Open Meetings; Subchapter A. General Provisions and Subchapter B. Record of Open Meeting:

Sec. 551.021. Minutes or Recording of Open Meeting Required “(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. (b) The minutes must: (1) state the subject of each deliberation; and (2) indicate each vote, order, decision, or other action taken.”

Sec. 551.022. Minutes and Recording of Open Meeting: Public Record; and the 2022 Texas Open Meeting Act, Chapter X. Records of Meetings, Section A. Minutes or Recordings of Open Meeting. “The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or the officer’s designee.”

City Council meeting minutes and recordings are available to the public upon request.

The City Council meeting videos are also available to the public through the city’s website at: www.cityofedinburg.com. The Mayor signs the minutes and attested by the City Secretary. Minutes are maintained for historical and public purposes.

In accordance to the City's Code of Ordinances, the City Secretary Department prepares and maintains the minutes of all City Council meetings for historical and public purposes.

3. Staff's Recommendation:

Approve the City Council Minutes for the following: 2024 Regular Meetings: December 17, 2024, and 2025 Regular Meetings: March 18, 2025, April 01, 2025, and May 06, 2025.

Reviewed by:

Prepared by:

Clarice Balderas, City Secretary

Maria Ortiz, Administrative
Assistant

Attachments:

- A. 12172024CCRM MINUTES
- B. 03182025CCRM MINUTES
- C. 04012025CCRM MINUTES
- D. 05062025CCRM MINUTES



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

DECEMBER 17, 2024

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:01 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel “Dan” Diaz	Mayor Pro Tem
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

- A.** Prayer by Ryan Garza, Palm Valley Church.
- B.** Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on December 13, 2024 at 7:50 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

A. National Association of Town Watch/National Night Out

Myra L. Ayala, City Manager stated according to the National Association of Town Watch/National Night Out the Edinburg Police Department has achieved a remarkable milestone placing 9th in the nation, in the 100,000 to 300,000--population category for its exceptional National Night Out program. She said the National Association of Town Watch sponsors the competition, where this year more than 30 cities nationwide competed for the top 10 spots. Ms. Ayala stated the Edinburg Police Department has distinguished itself as the only one of five Texas cities placing in the top 10. She stated the recognition underscores the true dedication of the Police Department and the residents that come together to make the city a safer and more connected place to live.

Jaime Ayala, Chief of Police stated this is a citywide effort; the Community Outreach Program (COP) Unit are the ones that make it happen. He said the opportunity to engage in the community has grown over the years, it is becoming more prosperous. Chief Jaime Ayala stated they enjoy being able to recognize this across other cities. He said they were in the top 17, then 11th and have moved up to 9th, he stated they are working to get better and make it into the top five. Chief Ayala thanked everyone for all the support and the COP for making this happen.

Mayor Ramiro Garza, Jr. stated he and the Council appreciate everything the Edinburg Police Department does, he said this is an all year event and it takes a lot of work. Mayor Ramiro Garza, Jr. thanked all the businesses and sponsors that help the Police Department. He said this event would not be possible without the community coming together.

5. PROCLAMATIONS/RECOGNITIONS

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

Belinda Torres, Director of Human Resources/Civil Service introduced Lt. Rolando Reyes, Edinburg Fire Department as the employee of the month for the month of November.

Omar Garza, Fire Chief, stated Lt. Rolando Reyes always goes above and beyond the call of duty, he said Lt. Rolando Reyes is a skilled, compassionate and a second generation firefighter who continues the legacy of a service that runs deep in his family. Chief Garza stated the commitment to his profession and his unwavering dedication to his colleagues and the citizens they serve truly sets him apart. He stated whether it is answering calls, providing mentorship to the younger firefighters, or staying calm and focus in some of the most challenging situations Lt. Reyes exemplifies what it means to be a true public servant, his selflessness and work ethic makes him an inspiration to his fellow firefighters and a trusted member to the department. Fire Chief Omar Garza thanked Lt. Rolando Reyes and stated it was a privilege to have him on their team.

Lt. Rolando Reyes thanked the Mayor and Council, he stated he was extremely grateful, and honored for the recognition, he thanked Chief Garza and his command staff for recognizing his work but he said it would not be possible without his incredible team. Mayor Ramiro Garza, Jr. stated what Lt. Rolando Reyes just stated should be reason enough to merit to be recognized, for recognizing his team instead of himself. Mayor Garza thanked Lt. Reyes and his family because serving the City is a family affair.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated a developer showed up the area of 2814 S. Cesar Chavez Road, blocking the road and just started digging a canal and huge holes for a sewer lines. She said residents were not notified of the closure; they were not advised how long the project would take, and they were not told where they should park during the construction. She stated driveways were dug up and several elderly people had to be escorted to their homes to ensure they did not fall into the ditch. Ms. McClaugherty stated the project has resulted in no mail delivery, no access to the driveways, and most importantly no access for emergency services, she stated this problem needs to be addressed. She asked for continued prayers for Israel and that all the hostages make it back.

Ivan Garcia: Mr. Garcia, SAC Holdings, LLC. stated his variance request was for a proposed Quick Quack Carwash on the northeast corner of Canton Road and I-69C. He stated it will be a state of the art facility which will prioritize environmental sustainability and water conservation.

Oscar Enriquez: Mr. Enriquez stated the Quick Quack Carwash in three years would generate over \$25,000 in property taxes for the City and in a ten-year span, it would increase to about \$250,000, which the City desperately needs. He asked the Council to consider approving his variance request.

Obed Montoya: Mr. Montoya asked the Council to give the city employees a well-deserved raise.

There were no further Public Comments.

7. PRESENTATIONS AND REPORTS

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

Kelly Rivera Salazar, Linebarger Goggan Blair & Sampson, LLP stated the delinquent tax collection for the City of Edinburg continues to focus on two basic factors, working with the taxpayer first and second using the tool of litigation only when it is the final option to collect. She stated they completed eight-demand mailing, mailing out over 2500 delinquent tax statements. They initiated or responded to over 2000 phone calls and they knocked on 73 doors in the community to educate and inform residents on how to get into a payment agreement. Ms. Salazar stated they had 45 payment agreements

and 321 payoff requests. She said in regards to litigations they have filed 68 lawsuits, disposed of 71, and they currently have 184 pending lawsuits representing over \$619,000 owed in base penalty and interest. She stated they regularly conduct tax sales and resales on judgments with little to no effort to pay on behalf of the taxpayer. She said they conducted five tax sales and one resale on behalf of the City, placing five properties for sale. Three of those sold at tax sale, one sold at tax resale, several properties were pulled due to payment agreements, and two were struck off at a tax sale due to no bids received. Ms. Salazar stated the firm collected over \$10,000 in municipal liens on behalf of the City. She stated the collections are up compared to the previous year; they collected over \$649,000 in base tax, over \$266,000 in penalty and interest for a total collection of \$916,000 for the City of Edinburg. She stated they would continue to advocate for the City of Edinburg in their litigation efforts, monitoring accounts, continue the mailing program and schedule property tax sales only as necessary.

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

Josephine Ramirez Solis, City Attorney presented the Council a draft of the priorities for the City of Edinburg going into the 89th Legislative Session set to begin January 14, 2025, ending on June 2, 2025. She stated there will be priorities they expect the Legislator and the State will focus on which are Border Security, Property Tax Reduction, Water Improvement Projects, and Information Technology (AI) affecting local governments.

Assistant City Manager Jesus Saenz stated in October and again in November, they met collectively and individually with staff and department heads to come up with the general priorities they would be targeting during the Legislative Session, they listed Public Infrastructure, Local Authority, Economic Development, Health and Welfare, Public Safety, Education/Information Technology and Open Government.

Councilmember David White stated under Public Safety currently a Municipal Court Judge cannot do a sanction, and the officers have to go out and look for a Justice of the Peace, he stated he would ask if this could be addressed in the Legislative Session. He said giving a Municipal Judge authority to sanction mental health cases would give the community additional avenues.

Maribel Velasquez, Municipal Court Administrator stated the Edinburg Municipal Court is currently doing Section 28, for the 1622 they are mandated anytime they have anyone that is not competent when they are being magistrate.

Jaime Ayala, Police Chief stated the City did enter into a grant with Tropical Texas and they now have mental health officers and professionals that work together to help serve the mental health community in regards to Section 26 and 28.

Mayor Pro Tem Daniel "Dan" Diaz stated upon meeting with the Mayor of McAllen on the issue that only Veterinarians can do the spay and neuter leading a big problem, but

if they work Legislators to allow techs or other members that can spay and neuter it would help with the problem of the number of animal needing to be rescued.

Mayor Ramiro Garza, Jr. stated the TML Parties have a big lobbying effort in Austin and he would like the City to piggyback off it. He stated another thing brought to his attention was annexation authority, he said the City is growing and the option of being allowed to opt out can become a challenge for Public Safety. He would also like to include regional priorities to the Legislative Session Agenda.

8. VARIANCE

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

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Approve Variance Request to the City's Drought Contingency Plan, Title V, Public Works, Chapter 53, Water Regulations Water Conservation and Drought Contingency Plan, Section 53.33 of the Edinburg Municipal Code of Ordinances for the Property Identified as Fairhaven Crossing PH. 1 Lot 2 and Located at the Northeast Corner of Canton and Business 281 Frontage Road as Requested by SAC Holdings, LLC., and as Allowed Per Section 53.32.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

9. AWARDING OF BID

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

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

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

10. RESOLUTIONS

- A. Consider Resolution Authorizing the City Manager to Execute the Advance Funding Agreement for the Fiscal Year 2023-2024 Transportation Alternatives Set-Aside (TASA) Program-Active Transportation Network Enhancements Grant-Cano Street and Veterans Boulevard Trail Improvements Project. [Mardoqueo Hinojosa, P.E., CFM, CMP. City Engineer]

MOTION: Councilmember David White to Approve Resolution Authorizing the City Manager to Execute the Advance Funding Agreement for the Fiscal Year 2023-2024 Transportation Alternatives Set-Aside (TASA) Program-Active Transportation Network Enhancements Grant-Cano Street and Veterans Boulevard Trail Improvements Project.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Mardoqueo Hinojosa, City Engineer addressed the Council’s questions.

Mayor Ramiro Garza, Jr. informed the public this goes under the Rio Grande Valley NPO, and he directed staff to coordinate this request with County Commissioner Ellie Torres as she was appointed Chair of the NPO.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security Under the Fiscal Year 2024 Assistance to Firefighters Grant (AFG) Program and Execute Grant Documents Related Thereto. [Omar Garza, Fire Chief]

MOTION: Councilmember David White to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security Under the Fiscal Year 2024 Assistance to Firefighters Grant (AFG) Program and Execute Grant Documents Related Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

11. CONTRACTUALS

- A.** Consider Authorizing the City Manager to Enter Into an Inter-Department Agreement for the Obligation of the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) for an Amount Not to Exceed \$158,143.60 and Execute Any Documents Related Thereto. [Claudia L. Farias, Director of Grants Administration]

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Approve Authorizing the City Manager to Enter Into an Inter-Department Agreement for the Obligation of the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) for an Amount Not to Exceed \$158,143.60 and Execute Any Documents Related Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B.** Consider Authorizing the City Manager or Her Designee the Authority to Utilize the Design-build Procurement Method as Authorized by Subchapter G, Chapter 2269 of the Texas Government Code when it is Determined that the Specific Project Meets the Requirements as set Forth in the LGC and the City finds it is the Best Project Delivery Method that Provides the Best Value to the City. [Josephine Ramirez Solis, City Attorney]

MOTION: Councilmember David White to Suspend Robert’s Rule of Order.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

Councilmember David White asked if the process for how the City goes forth with the project would be changed or would it still have to come before the Council.

Josephine Ramirez Solis, City Attorney stated it is intended to authorize the procurement in this manner for this specific project, she stated under this method a determination needs to be made prior to any solicitation.

MOTION: Councilmember David White to Approve Authorizing the City Manager or Her Designee the Authority to Utilize the Design-build Procurement Method as Authorized by Subchapter G, Chapter 2269 of the Texas Government Code when it is Determined that the Specific Project Meets the Requirements as set Forth in the LGC and the City finds it is the Best Project Delivery Method that Provides the Best Value to the City.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

12. BUDGET

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

MOTION: Councilmember David Salazar, Jr. to Approving the Fiscal Year 2023-2024 Budget Transfers Between Categories for the General Fund, Utility Fund, Airport Fund, Ebony Hills Golf Course Fund, Solid Waste Management Fund, and Hotel Occupancy Tax Fund as Required to Finalize Fiscal Year 2023-2024.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

- B. Consider Approving the Fiscal Year 2024-2025 Budget Transfers Between Categories for the Hotel Occupancy Tax Fund. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David White to Approving the Fiscal Year 2024-2025 Budget Transfers Between Categories for the Hotel Occupancy Tax Fund.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

13. APPOINTMENTS

- A. Consider Appointment of a Member of the Edinburg City Council as Mayor Pro Tem. [Clarice Y. Balderas, City Secretary]**

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Appointment Councilmember Jason De Leon as the Edinburg City Council as Mayor Pro Tem.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Building Board of Adjustments and Appeals, Four Members; Community Development Council, Two Members; Cultural Activities Advisory Board, Two Members; Public Library Board, One Member; Zoning Board of Adjustment, One Member. [Clarice Y. Balderas, City Secretary]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve Reappointing Fred Perez, IV, Manuel Garcia, Arnulfo Flores, and Juan Delgado to the Building Board of Adjustments and Appeals.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

MOTION: Councilmember Daniel “Dan” Diaz to Reappoint Hugo Leal, Kerry Daniel De La Fuente to the Community Development Council.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

MOTION: Councilmember Daniel “Dan” Diaz to Reappoint Eva T. Torres, and Francisco Guajardo to the Cultural Activities Advisory Board.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White
NAYS: None
ABSENT: None
ABSTAIN: None
Motion to Approve Carried.

MOTION: Councilmember Daniel “Dan” Diaz to Reappoint Mindy Garces to the Public Library Board.
SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

MOTION: Councilmember Daniel “Dan” Diaz to Reappoint Marc A. Gonzalez to the Zoning Board of Adjustments Board.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- C. Discussion, Consideration and Possible Action to Appoint One or More Associate Judge(s) and Authorize the City Manager to Negotiate and Enter Into a Contract for Professional Judicial Services with the Appointed Associate Municipal Court Judge(s).
[Josephine Ramirez Solis, City Attorney]

MOTION: Councilmember David White to Approve Appointing Vanessa Rae Flores as an Associate Municipal Court Judge as recommended by staff.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None
Motion to Approve Carried.

14. CONENT AGENDA

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

MOTION: Councilmember Daniel “Dan” Diaz to Approve Resolution Approving the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program Budget Amendment.

SECOND: Councilmember David White

There was discussion. Claudia L. Farias, Director of Grants Administration addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Authorizing the Purchase of Ammunition from TXAT LLC Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23 in the Amount of \$39,485.**
[Jaime Ayala, Chief of Police]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of Ammunition from TXAT LLC Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23 in the Amount of \$39,485.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- C. Consider Authorizing a Proposal for a Two-Year Lease for a Drone First Responder Program from Flock Safety Through the Texas Local Government Purchasing Cooperative (OMNIA Partners, Public Sector) Contract No. 23-6692-03, in the Amount of \$75,000.00 Per Year. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing a Proposal for a Two-Year Lease for a Drone First Responder Program from Flock Safety Through the Texas Local Government Purchasing Cooperative (OMNIA Partners, Public Sector) Contract No. 23-6692-03, in the Amount of \$75,000.00 Per Year.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- D. Consider Authorizing the Purchase of Four (4) Scoreboards, from the Provider, NEVCO Sports LLC, Through the Texas Local Government Purchasing Cooperative (Buy-Board), in the Amount of \$47,247.80. [Javier Garza, Director of Parks & Recreation]

Clarice Y. Balderas, City Secretary stated there is a correction on this item the amount should be \$46,689.80.

MOTION: Councilmember David White to Approve Authorizing the Purchase of Four (4) Scoreboards, from the Provider, NEVCO Sports LLC, Through the Texas Local Government Purchasing Cooperative (Buy-Board), in the Amount of \$46,689.80.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember

Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- E. Consider the Approval of Change Order No. 1 by Landmark Structures I, L.P., for the Business 281 One Million Composite Elevated Water Storage Tank to Increase the Contract Amount by \$44,350.00 and Authorize the City Manager to Execute any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Change Order No. 1 by Landmark Structures I, L.P., for the Business 281 One Million Composite Elevated Water Storage Tank to Increase the Contract Amount by \$44,350.00 and Authorize the City Manager to Execute any Documents Related Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- F. Consider Authorizing the City Manger to Amend the Agreement Between the City of Edinburg and Revize Software Systems for the Redesign and Development of the City Website and Execute All Documents Related Thereto. [Daniel Vera, Director of Information Technology]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manger to Amend the Agreement Between the City of Edinburg and Revize Software Systems for the Redesign and Development of the City Website and Execute All Documents Related Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- 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]**

MOTION: Councilmember David Salazar, Jr. to Approve 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

15. OTHER BUSINESS

- A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]**
No Action

16. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 6:53 p.m.

OPEN SESSION

MOTION: Councilmember David White to convene into Open Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Councilmember Daniel “Dan” Diaz,

ABSTAIN: None

Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

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

No Action

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

MOTION: Councilmember David White to Approve the Execution of a Contract, Presented in Executive Session Regarding the conveyance of property described as a .45 Acre Tract of Land out of an Abandoned 100 Foot Railroad, West Adjacent of Lot 4, Block 1 of John Closner, ET AL, Subdivision, in the City of Edinburg, Hidalgo County, Texas, and Authorize and Direct the City Manager to Make, Execute, Acknowledge, Amend, Modify and Deliver in the Name of the City any and All Instruments, Agreements and Documents Regarding the Sale of the Property in Accordance with the Terms and Conditions of the Contract and To Do Any and Other Acts Necessary or Desirable for the City’s Conveyance of the Property, Including but

Not Limited to, The Execution and Delivery of Any and All Instruments Agreements, Closing Statements, Deeds, Assignments of Leases, Deeds of Trust, Notes, Bills of Sale, Affidavits, Certificates, Receipts and Such Other Documents as May Be Necessary or Advisable to Accomplish the Conveyance of the Property Pursuant to the Terms of the Agreement and as Authorized by Texas Local Government Code Section 272.001(b)(1).

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Councilmember Daniel “Dan” Diaz

ABSTAIN: None

Motion to Approve Carried.

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

No Action

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

MOTION: Councilmember David White to Proceed as directed as discussed in Executive Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Councilmember Daniel “Dan” Diaz

ABSTAIN: None

Motion to Approve Carried.

17. ADJOURNMENT

MOTION: Councilmember David White to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

MARCH 18, 2025

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

David Salazar, Jr.	Councilmember Place 3
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1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Adam Juarez, Palm Valley Church.

B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on March 14, 2025 at 6:00 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

- A. State Highway 68 (SH68) Update: City Manager, Myra L. Ayala informed the Council TxDOT is still working on rescheduling the meeting with Senator Hinojosa and Representative Canales, TxDOT notified City staff that they are finalizing the environmental clearance and anticipate the record of decision for the most current proposed alignment to be made in late Spring or early Summer of 2025.

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]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Coach Oscar Salinas thanked the Mayor and Council for the recognition, he stated when you come from humble beginnings you never expect this. He said it is truly an honor that through education he and many of his colleagues who were present at the meeting are working to make a difference in the life of the students, as his coaches and teachers made his life better. Coach Oscar Salinas thanked everyone that was present for all of their support.

- 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]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Representative from DHR was present to receive the proclamation. He thanked the Mayor and Council for the platform and opportunity to bring awareness to the community. He stated colorectal cancer is the second leading cause of colon death in the United States but very preventable if detected early. He encouraged everyone to get screened.

- 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]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Manuel Cantu thanked the Mayor and Council for the recognition, he stated on March 29, 2025, they would be hosting the annual Bayou Brewfest at the Edinburg Promenade Park Amphitheater, he stated they would open up the evening with The River Rock Band he said two of the members on the band are Rotarians. He stated Dr. Zog would follow the Cajun feel going, he said Walk-Ons would be the food providers and L&F Distributors and other beer vendors would be providing beverages. He said it promises to be a good evening so he encourages everyone to get their tickets.

Mayor Ramiro Garza, Jr. thanked Mr. Manuel Cantu and the Rotary Club of Edinburg for all they do.

6. PUBLIC COMMENTS

April Villarreal: Ms. Villarreal was present regarding item 7B; she stated that they were planning a Spring Fest to help raise money to recoup the fence that used to surround the property. They ask that the Council please consider approving their Special Use Permit.

Fern McClaugherty: Ms. McClaugherty asked the Council to stop spending, she said when the people pay their taxes they are paying the debts of the County, the City, and the school district and in the City of Edinburg there are six taxing entities. She said they want to reduce the annual property taxes by reducing spending but the property value increases and so do the annual property taxes. She asked for continued prayer for Israel and the hostages.

Diana Sepulveda: Ms. Sepulveda was present to voice her complaint of the Edinburg Police Department stating they have failed to address her complaints stating they do not know the City Ordinances.

Reynaldo Sepulveda: Mr. Sepulveda stated the complaints that Mrs. Sepulveda are referring to is a City Ordinance that was revised by the Council and yet the officers that respond knew nothing about the ordinance and stated there was no violation.

Omar Garza, Fire Chief: Chief Garza stated the Edinburg Fire Department has purchased two electrical vehicle fire blankets and they are in service. He stated one was located at the central station and the second one is located on the rescue truck. Chief Garza stated all firefighters have been trained on the use of the fire blankets. He thanked the Council for the support and approval of the purchase.

Ismael Smiley Martinez: Mr. Martinez was present regarding item 8A, he thank the Mayor, Council and city staff, for the allocation of funds to fix the Los Lagos Golf Course Bunkers he stated this is one the best golf courses south of San Antonio, they received many honors and have hosted many tournaments. He said as a member of the golfing community he is very grateful for all the support of Los Lagos Golf Course.

Briana Navarro, Casa of Hidalgo: Ms. Navarro stated through their ongoing advocacy they are ensuring every child's voice is heard in court proceedings. She said an essential part of their mission is to raise awareness of critical issue which include child abuse, she stated April is Abuse Prevention Month and Casa of Hidalgo is proud to be hosting it's 26th Annual Hidalgo County Child Abuse Prevention Candle Light Vigil on Wednesday, April 16, 2025, from 6:30 p.m. to 7:30 p.m. to honors survivors and renews the community's commitment to protecting the most vulnerable children. The event will begin with an awareness walk starting at the Casa of Hidalgo and end at the Edinburg City Hall where they will have several speakers sharing personal

experiences and professional insight.

Christine Clifford, Team Mario and team members: Ms. Clifford and Team Mario were present to invite everyone to the 10th Annual Team Mario Super Heroes Autism Run and Buddy Fun Walk on April 5, 2025; at Edinburg Municipal Park at 5:00 p.m., Timothy Vallejo thanked the Mayor, Council and everyone for all their support.

There were no further Public Comments.

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]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve the Ordinances 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David White to Approve 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember Daniel “Dan” Diaz to Approve 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember David White to Approve 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

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]

MOTION: Councilmember Daniel “Dan” Diaz to Approve 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.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel

“Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember Daniel “Dan” Diaz to Suspended Roberts Rules of Order.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

Mardoqueo Hinojosa, City Engineer stated for the Downtown Parking Garage project the City went through a Design Build Project, he said on February 4, 2025, five RFQs were presented on March 6, 2025, they conducted interview and all five made it to the RFP process which is what is being currently being presented.

Councilmember Diaz asked if a design had been produced and how do they ensure it stays under budget.

Carlos del Angel, Brownstone Consultants LLC stated firms submitted a design intent not a full design, and there were nine different criteria in the RFP one being costing methodology and cost control and how they plan to achieve that. He stated the firms did send a technical presentation through the RFP and it was followed up during the interview on how they were going to control the budget and meet the City’s criteria, if they cannot come with a design under budget then there is nothing for them to build.

Mayor Ramiro Garza, Jr. asked if a dollar amount was used as a basis to score each of the firms. How can it be assured that a firm once chosen can adhere to the \$6.2 million and would it allow the City to go to firm B to continue negotiations on a timing standpoint and that it stays within budget.

Mr. de Angelo said yes, a budget was one of the nine criterias and if a negotiation cannot be reached statute does allow for them to move on to firm two, three, and four as long as they are in a ranked order, it would need to be brought back to the Council to move on from one firm to the next.

Councilmember David White stated at the previous meeting when it was voted to go with the Design Build Process was assured that the project would be under budget. He stated out of the five firms only two confirmed they could complete the project within budget.

Myra L. Ayala, City Manager stated the \$6.2 million budget was provided to the firms and ensured it was understood it had to stay within the \$6.2 million.

Mayor Pro Tem Jason De Leon asked out of the five firms which one does Brownstone Consultants LLC recommend.

Mr. de Angelo stated based on the scoring they had G. Broaddus as number one and J. Gerlach and number two, he stated they were both very close and both firms are very qualified to complete the project.

Fern McClaugherty stated the courthouse has been being built for many years, the roof leaked, and walls seeped, she asked during this process did they review the roof work by the firms before being selected. She stated the people are not going to use the parking garage and they cannot afford it.

Councilmember Diaz asked if there is any speculation on the contract that states if a firm goes over budget, there will be repercussions or the work stops, or no change mandates.

Gilbert, Brownstone Consultants LLC stated it is a two part process and once the project is at the contract point yes those types of speculations and penalties will be added to the contract.

MOTION: Councilmember David White to Approve Considering Awarding RFP No. 2025-002, Downtown Parking Garage to all five firms as ranked by staff 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.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

Councilmember David White requested updates on the negotiations and the eliminated firms.

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]**

MOTION: Councilmember Daniel “Dan” Diaz to 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 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.

SECOND: Councilmember David White

Fern McClaugherty asked for an explanation for what the \$221,770.00 would cover.

Mardoqueo Hinojosa, City Engineer stated its scope of service for the project management fees associated with the project. Timeline kick off by the end of the month with the expectation that they will come into an agreement in the next couple of weeks, starting the design and beginning construction by September 2025.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Mayor Pro Tem Jason De Leon to 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

10. CONSENT AGENDA

- 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]**

MOTION: Mayor Pro Tem Jason De Leon to 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Mayor Pro Tem Jason De Leon to Approve 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Mayor Pro Tem Jason De Leon to 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Mayor Pro Tem Jason De Leon to 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Mayor Pro Tem Jason De Leon to 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Mayor Pro Tem Jason De Leon to 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Mayor Pro Tem Jason De Leon to Approve 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

11. OTHER BUSINESS

- A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]**
No Action

12. EXECUTIVE SESSION

MOTION: Councilmember Daniel David White to convene into Executive Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 7:06 p.m.

OPEN SESSION

MOTION: Councilmember Daniel David White to convene into Open Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 9:07 p.m. and stated no action was taken in Executive Session.

- A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
No Action
- 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)

MOTION: Councilmember David White to Approve Authorizing the City Manager to Negotiate an Amended Agreement as per the terms discussed in Executive Session.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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.)

MOTION: Councilmember David White to Authorize the City Manager to proceed as directed as discussed in Executive Session.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

Motion to Approve Carried.

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

No Action

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

No Action

- F. Consultation with City Attorney Regarding Interlocal Agreements. (§551.071

Consultation with Attorney; Closed Meeting.)
No Action

13. ADJOURNMENT

MOTION: Councilmember David White to Adjourn the meeting.

SECOND: Mayor Pro Tem Jason De Leon

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David White

NAYS: None

ABSENT: Councilmember David Salazar, Jr.

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

APRIL 1, 2025

6:00 PM

Mayor Pro Tem Jason De Leon called the meeting to order at 6:00 p.m.

PRESENT:

Jason De Leon	Mayor Pro Tem
Daniel “Dan” Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

Ramiro Garza, Jr.	Mayor
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1. CALL TO ORDER, ESTABLISH QUORUM

- A.** Prayer by Pastor Arturo Chapa, Apostolic Assembly.
- B.** Pledge of Allegiance by Mayor Pro Tem Jason De Leon.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Pro Tem Jason De Leon verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on March 28, 2025 at 6:00 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor Pro Tem and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

A. Update on Latest Weather Event:

Myra L. Ayala, City Manager stated the recent storm brought 11.68 inches of rain within a three and half hour period, to which the drainage system worked well. The water receded from the streets within four to eight hours. She said during the storm the police and fire departments responded to 145 weather related calls, including 79-stranded motorists. Ms. Ayala stated the most encouraging statistics is that there were zero calls for flooding inside homes inside city limits. She stated the drainage improvements the City has been making are helping alleviate the storm water accumulation. In efforts to further, strengthen the drainage system staff from the Engineering Department were present at the Emergency Operations Center (EOC) monitoring the conditions and identifying potential trouble spots across the City. Utilizing real time data, that will be incorporated into the master drainage improvement plans. Ms. Ayala stated in response to the extreme weather event Mayor Ramiro Garza, Jr. issued a local disaster declaration, which is a critical step in securing the Regional resources this region, as a whole, would need to recover. She said the City has shifted focus on recovery, residents are encouraged to call 311 if they require assistance with storm damage or to report potholes, down trees, and in an effort to help residents and business the Building Safety Department is waiving building permit fees for repairs directly related to the storm damage. She said the waiver is effective April 1, through April 15, 2025. Ms. Ayala stated the Solid Waste Department is already attacking the mosquito abatement; residents are encouraged to take preventive measures by dumping standing water. She stated the Solid Waste Department is also launching a brush and bulky item collection at no charge from April 1, through April 15, 2025; residents can dispose of these items at the Edinburg Recycling Center and at the Edinburg Landfill. Ms. Ayala stated the City will also pick-up bulky items curbside during the regularly scheduled brush pick-up. Ms. Ayala thanked the community for their patience, resilience and their support throughout this entire process.

Tom Reyna, Assistant City Manager stated the drainage system performed really well, the detention ponds successfully retained the water and held the water allowing it to recede back into the main drainage ditches. Mr. Reyna addressed the street flooding; he said the streets, curb, and gutter are part of the City's drainage system. He said the roadway is connected to the actual piping and all the exits, he said the street works as a holding area preventing flooding, (categorized as ponding areas and slow moving water) from going into private property. Mr. Reyna stated they would rather have the flooding on the street instead of it flying over the curb, getting into people's property, and causing damage. He said they did experience minimal flooding in some areas, the biggest challenge encountered residents driving through these streets creating large waves or wakes, and pushing water onto the properties. Mr. Reyna stated the Public Works Department, Utilities Department, Solid Waste Department, Fire Department, and the Police Department, worked hard to try to get those intersections closed, preventing access to some of those areas. He stated it is very important to push TxDot's campaign "Turn Around Don't Drown", if you see a flooded area please find a different route. Mr. Reyna stated the City's drainage system currently connects with the Hidalgo

County drainage system, their main points within the City is the north main drain and the south main drain however the City's system also receives the runoffs from the surrounding cities like Palm View, part of McAllen, Mission, Pharr, and San Juan, they flow through the City of Edinburg to Willacy County before emptying into the Laguna Madre. He said during these rain events the shared drainage canals fill-up rapidly slowing the discharge flow rates causing the ponding water within the streets. In efforts to mitigate this they have built, several retention ponds throughout the City to help catch the City's water first and ultimately discharge the water into the drainage ditch. Mr. Reyna thanked the Hidalgo County Drainage District for their continued improvement to the main drains throughout the City.

Councilmember David White asked if this storm had been rated by the 20/50 year storm. He stated the news forecasted the heavy rain further north in Corpus Christi and the Rio Grande Valley was expecting two inches of rain, he thanked the staff for a great job in alleviating a lot of the problems with no return time.

Mr. Reyna stated within the three-hour period it became a 500-year storm, to hit that threshold, nine inches of rain within the three-hour period and this one had 11.68 inches of water.

Councilmember David Salazar, Jr. thanked the staff and stated he received numerous calls on how well the drainage was working compared to the storm in 2018.

Councilmember Daniel "Dan" Diaz thanked all the staff stating he received numerous calls and he would like to reiterate the importance of the 311 app. He said it stamps the date an issue is reported and they can track when an issue was reported, if it was ignored or not, how long it took, and to ensure the issue is addressed. He stated there is a lot more that needs to be done and they will continue working on the issues.

Mayor Pro Tem Jason De Leon thanked all the staff, all their work.

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing Harvest Christian Academy Lady Eagles Varsity Basketball Team.** [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Coach Jaime Gonzalez and the Lady Eagles were present to receive the proclamation. Coach Jaime Gonzalez thanked the Council for the recognition and gave honor and glory to God.

- B. Presentation of Proclamation Recognizing April 13-19, 2025, as National Telecommunicators Week.** [Jaime Ayala, Chief of Police]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Elias Martinez, Edinburg Police Communication Manager thanked the Council for the

continuous recognition and he thanked Jaime Ayala, Chief of Police and Assistant Police Chiefs Chad Dufner and Michael Cerda for the continued support. He stated he was very proud of his team.

- C. Presentation of Proclamation Recognizing the Cool City Celebration in the City of Edinburg to be held on April 12, 2025. [Vincent A. Romero, Director of Public Works] Clarice Y. Balderas, City Secretary read the proclamation aloud.

Vincent A. Romero, Director of Public Works stated they were excited to do their part to ensure a sustainable future for everyone. He said they would be celebrating Earth Day; he invited everyone to the Cool City Celebration on April 12, 2025, from 9:00 a.m. to 1:00 p.m. at the ACE Center. Mr. Romero stated they would have food vendors, games, giveaways, and many City departments will be available to answer any questions the public may have.

Claudia Farias, Director of Grants Administration Department stated they would be highlighting National Community Development Week at the Cool City Celebration; they will promote the community development block grant (CDBG). She stated over the past five decades CDBG funding has been a valuable resource to state and local officials, to help meet the needs of the community. Ms. Farias stated in the five decades the impact in Edinburg has been over 200 families have been helped through the housing assistance program and over 470 beneficiaries through the rental assistance program. She stated they have also collaborated with city departments for public infrastructure related to parks, drainage, lighting, public safety and other quality of life improvements. She thanked the Council for their support of the CDBG program.

6. PUBLIC COMMENTS

Fern McClaughtery: Ms. McCaughtery was present regarding taxpayer's money, she stated vote only for the items that are necessary and essential, vote for water, sewer, streets and public safety. She said everything else is non-essential and should only be approved if there is money available.

Diana Sepulveda: Ms. Sepulveda was present to voice her concerns that the Edinburg Police Department is not enforcing the law and City ordinances.

Reynaldo Sepulveda: Mr. Sepulveda stated he was unsatisfied with the response he received from the Police Department regarding the City's noise ordinance. He stated City ordinances are established for the safety of the community and are meant to be followed and enforced.

Obed Montoya: Mr. Montoya stated he went out during the flood and wanted to acknowledge the following City employees for their work Carlos Hernandez, Frank Garcia, Luis Cortina, Rene Mungia, David Medellin, and Humberto Diaz. Mr. Montoya thanked Ms. Balderas for the proclamation recognizing the Christian Harvest Academy Lady Eagles.

There were no further Public Comments.

7. PRESENTATIONS AND REPORTS

A. Presentation of the 2024 Edinburg Police Department Annual Report. [Jaime Ayala, Police Chief]

Jaime Ayala, Police Chief stated over the last four years crime has been decreasing specifically 19½ % on sexual assault, robbery assault, and murder, he said the Police Department continues working hard to address crime hotspots and making sure police officers are visibly present not just enforcing the law but also with community engagement. Crimes against property are down 24%, he stated motor vehicle theft continues to be a problem. Chief Ayala stated they continue working with federal, state, and local partners to try to get a handle on the organized crime part of those thefts. He said the police officers continue to enforce the law, in the last four years, arrests have increased 59%, and traffic stops have increased by 106%, from 2021. Chief Ayala stated they have focused on DWI awareness and there has been a 110% increase in DWI arrests in the past four years, they made 617 DWI arrests in 2024. He stated it is not just about crime and enforcement, the last few years the Edinburg Police Department has participated in the National Association of Town Watch's National Night Out and for the third year they have improved their ranking to the top ten, ranking ninth thanks to the COP unit and the Edinburg Communication Network for all their help and the work they do to make this a success every year. Chief Ayala stated they were voted the Favorite Law Enforcement Agency for the second consecutive year by the McAllen's Monitor Reader Choice Awards. He said they kicked off the Teen Academy. They had two sessions with 20 participants each, he said they were able to indoctrinate teens into what a police academy would be like and what policing is, he stated it was a success and they are looking forward to doing it again this summer. Chief Ayala said they also kicked off the Dog Walker Watch program, for residents who walk their dogs in their neighborhood, keeping vigilant and reporting any suspicious activity. He stated the COP also collaborated with Capable Kids for a new program where they had Capable Kids throughout the police department. Chief Ayala stated they got together with the University of Texas Rio Grande Valley and developed a five-year strategic plan for 2024-2029. Chief Ayala invited the Council on a ride along to experience what a police officer does on a call, how multitasking and challenging it is to be on patrol.

B. Presentation of the Annual Comprehensive Financial Report for the City of Edinburg for Fiscal Year Ending September 30, 2024. [Ascencion Alonzo, Director of Finance]

Roel Cantu, Firm of Costco & Associates thanked the Council for the opportunity to serve as the City internal auditor, he thanked city staff that helped complete the audit. Mr. Cantu stated the City of Edinburg earned an unmodified opinion from the Independent Auditor's Report meaning that the financial statements stated fairly in all materials of the governmental activities. He stated that is the most favorable opinion an entity can receive. Mr. Cantu stated this year the City of Edinburg had an unassigned

fund balance of \$24,521,000, this a rainy day fund, fund not restricted or tied to anything. Mr. Cantu stated the City had revenues of \$79,000,000, and expenditures of \$173,000,000. He stated for the 2024-2025 fiscal year the City is projected an \$89,448,000, worth of expenditures. Mr. Cantu stated that is projecting \$245,000, for the City to open its door and function daily. He stated with the City's general fund balance the City would be able to operate for 100 days without incoming funds; he said it is recommended to have funds for daily operations for 70 to 90 days so the City is financially healthy.

C. Presentation of the Annual Comprehensive Financial Report for the Edinburg Economic Development Corporation for Fiscal Year Ending September 30, 2024. [Raudel Garza, Edinburg EDC Executive Director]

Roel Cantu, Firm of Costco & Associates stated the City of Edinburg Economic Development (EEDC) earned an unmodified opinion from the Independent Auditor's Report. Mr. Cantu stated this year the EEDC had an unassigned fund balance of \$11,689,000, with a daily operation balance of \$30,000; the EEDC would be able to operate 389 days with no incoming revenue. Mr. Cantu stated the EEDC is very financially healthy and their audit was clean overall.

8. PETITION

A. Consider the Petition Providing for the Voluntary Annexation of a 4.99 Acre Tract of Land out of Section 235, Lot 9 of Texas Mexican Railway Company Survey, According to the Map Recorded in Volume 1, Page 12, Map Records of Hidalgo County, Texas, located at 3825 West Rogers Road, as Requested by Rosa B. Barrera and Ediel I. Barrera. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve the Voluntary Annexation of a 4.99 Acre Tract of Land out of Section 235, Lot 9 of Texas Mexican Railway Company Survey, According to the Map Recorded in Volume 1, Page 12, Map Records of Hidalgo County, Texas, located at 3825 West Rogers Road, as Requested by Rosa B. Barrera and Ediel I. Barrera.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

9. AWARDING OF BIDS

- A. Considering Awarding RFQ No. 2025-001, Cleaning & Mowing Services for the Mowing of Weedy Lots Based on Pre-Approved Rates as Listed and Authorize the City Manager to Enter Into One or More Agreements Related Thereto. [Ignacio G. Saavedra, Director of Health & Code]**

MOTION: Councilmember David Salazar, Jr. to Approve Awarding RFQ No. 2025-001, Cleaning & Mowing Services for the Mowing of Weedy Lots Based on Pre-Approved Rates as Listed and Authorize the City Manager to Enter Into One or More Agreements Related Thereto.

SECOND: Councilmember David White

Councilmember Daniel “Dan” Diaz would like an item to educate and discuss the effects of grass and leaves being disposed into the drains or onto the streets.

Tom Reyna, Assistant City Manager stated part of the storm water requirements and permits with the state to allow the discharge into the drainage area. He said there is a City ordinance prohibiting lawn clippings be disposed of on the roadway and if anyone sees this being done they are encouraged to call 311, or the Public Works Department to report the issue and a storm water inspector will go out there to ensure those clipping do not make it into the storm drain. He stated if caught this is punishable with a fee. Mr. Reyna stated they could include a presentation on the storm water requirements in the next meeting.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- B. Consider Awarding Bid No. 2025-8, Two (2) 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps to Xylem-Flygt, in the Amount Not to Exceed \$197,443.20. [Gerardo Carmona Jr., P.E., Director of Utilities]**

MOTION: Councilmember David White to Suspended Roberts Rules of Order.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

Mayor Pro Tem Jason De Leon asked for an explanation of the process of awarding this bid. Does the Council have to go on the lowest Bid?

Josephine Ramirez, City Attorney stated the bid went out as a competitive procurement process authorized under the local government code, the way the item is presented on the agenda the options are to accept and award or to reject the Bids. On a competitive Bid, yes the Council must go with the lowest Bid under the statutory requirement in the local government code the only exception is if there is a local Bidder that is within 5% of the lowest Bid.

Mayor Pro Tem Jason De Leon called for a Motion.

MOTION: Councilmember David White to Approve Awarding Bid No. 2025-8, Two (2) 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps to Xylem-Flygt, in the Amount Not to Exceed \$197,443.20.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.,

ABSTAIN: None

The motion to Approve carried.

10. CONTRACTUALS

- A. Consider Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg and Hidalgo County for the Striping Improvements to the Edinburg Downtown Square Along State Highway 107 and US Business 281. [Tomas D. Reyna, Assistant City Manager]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the City

Manager to Execute an Interlocal Agreement Between the City of Edinburg and Hidalgo County for the Striping Improvements to the Edinburg Downtown Square Along State Highway 107 and US Business 281.

SECOND: Councilmember David Salazar, Jr.

Fern McClaugherty stated in the packet it states the County will contribute a lump sum of \$140,352.84 towards the total cost, she would like an explanation on the total cost.

Tom Reyna, Assistant City Manager, stated \$140,352.84 is the total amount estimated for the striping that the County will be providing for the City to do the project. He said as soon as the interlocals are approved they will put it out for Bid at the \$140,352.84 estimate and the County will be responsible for any over runs if the project does come out over.

There was no discussion.

Mayor Pro Tem Jason De Leon Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- B. Consider Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg and the University of Texas Rio Grande Valley for the Joint Use of the Parking Lots at UTRGV Robert and Janet Vackar Stadium and Edinburg Municipal Park for Overflow Parking. [Tomas D. Reyna, Assistant City Manager]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg and the University of Texas Rio Grande Valley for the Joint Use of the Parking Lots at UTRGV Robert and Janet Vackar Stadium and Edinburg Municipal Park for Overflow Parking.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

11. RESOLUTION

- A.** Consider Resolution Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) for the Metropolitan Mobility and Rehabilitation Project Surface Transportation Program (Off-System) – Freddy Gonzalez Drive Road Expansion (I69C to Closner Boulevard). [Mardoqueo Hinojosa, P.E., CFM, CMP. City Engineer]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) for the Metropolitan Mobility and Rehabilitation Project Surface Transportation Program (Off-System) – Freddy Gonzalez Drive Road Expansion (I69C to Closner Boulevard).

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

12. APPOINTMENTS

- A.** Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Downtown District Steering Committee, One Member; and Zoning Board of Adjustment, One Member and Two Alternates. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Daniel “Dan” Diaz to Appoint Teri Sipes the Downtown District Steering Committee.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember David Salazar, Jr. to Appoint Eliseo Garza, Jr. (member) Ruben Ruiz, Jr. (Alternate), and Matthew Cruz (Alternate) to the Zoning Board of Adjustment.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- B. Discussion, Consideration and Possible Action to Appoint One or More Associate Judge(s) and Authorize the City Manager to Negotiate and Enter Into a Contract for Professional Judicial Services with the Appointed Associate Municipal Court Judge(s). [Josephine Ramirez Solis, City Attorney]**

MOTION: Councilmember David White to Appoint Kathrine G. Perez as an Associate Municipal Court Judge and Authorize the City Manager to Negotiate and Enter Into a Contract for Professional Judicial Services.

SECOND: Councilmember David Salazar, Jr.

Fern McClaugherty stated the City needs a judge at the Municipal Court, she stated the Municipal Judge is paid a salary and there should be a judge there from 8-5 p.m. and it needs to be open five day a week.

Mayor Pro Tem Jason De Leon stated with the appointment of two Associates Judges and the Municipal Judge, he asked staff to schedule properly to manage coverage from 8-5 p.m. Mr. De Leon asked that the swearing in of the Associate Judge be scheduled for next week Tuesday at noon, at the Edinburg City Council Chambers.

Judge Kathrine Perez thanked the Council for the opportunity to serve the City at this capacity. She stated with the three judges they will be able to provide better coverage for the citizens and she will make herself available even after 5:00 p.m. to get the cases moving along.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

13. CONSENT AGENDA

- A. Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with Trinity MEP Engineering Based on RFQ 2024-009, Professional Engineering Services for Edinburg City Hall Sanitary & Domestic Water Line Retrofit in the Amount Not to Exceed \$31,500 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]**

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 with Trinity MEP Engineering Based on RFQ 2024-009, Professional Engineering Services for Edinburg City Hall Sanitary & Domestic Water Line Retrofit in the Amount Not to Exceed \$31,500 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- B. Consider Approving an Amendment to the Interlocal Agreement Between the City of Edinburg and the City of McAllen, Texas for the Disposal of Non-Hazardous Solid Waste at the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]**

MOTION: Councilmember David White Approve an Amendment to the Interlocal Agreement Between the City of Edinburg and the City of McAllen, Texas for the Disposal of Non-Hazardous Solid Waste at the Edinburg Regional Sanitary Landfill Facility.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- C. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Execute Any Documents Related Thereto. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Submit a Grant Application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Execute Any Documents Related Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.,

ABSTAIN: None

The motion to Approve carried.

- D. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and Execute Any Documents Related Thereto. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David White to Approve Resolution Authorizing the City

Manager to Submit a Grant Application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and Execute Any Documents Related Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- E. Consider Authorizing the Purchase of One (1) 2025 Ford F-250 Crew Cab from Silsbee Ford, Through the Texas Interlocal Purchasing System (TIPS) in the Amount of \$49,809.00. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David White to Approve Authorizing the Purchase of One (1) 2025 Ford F-250 Crew Cab from Silsbee Ford, Through the Texas Interlocal Purchasing System (TIPS) in the Amount of \$49,809.00.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- F. Consider Authorizing the City Manager to Enter Into the First Amendment to the Water Service Agreement between the McAllen Public Utility (MPU) and the City for the Purchase of Treated Water. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into the First Amendment to the Water Service Agreement between the McAllen Public Utility (MPU) and the City for the Purchase of Treated Water.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- G.** Consider Authorizing the City Manager to Execute Amendment Number One (1) to the Agreement Between the City of Edinburg and B2Z Engineering LLC for Construction Material Testing Services to Reduce the Contract Amount by \$64,881.94 for the New Service Center Project and Execute Any Document Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David White to Approve Authorizing the City Manager to Execute Amendment Number One (1) to the Agreement Between the City of Edinburg and B2Z Engineering LLC for Construction Material Testing Services to Reduce the Contract Amount by \$64,881.94 for the New Service Center Project and Execute Any Document Related Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- H.** Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: November 05, 2024, November 19, 2024, and 2025 Regular Meetings: February 04, 2025, and March 4, 2025. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David White to Approve Approving the City Council Minutes for the following: 2024 Regular Meetings: November 05, 2024, November 19, 2024, and 2025 Regular Meetings: February 04, 2025, and March 4, 2025.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

14. OTHER BUSINESS

- A. Future Items Requested by City Council.** [Myra L. Ayala, City Manager]
Councilmember Daniel “Dan” Diaz would like a presentation of the requirements, permits and process for the storm water use as required by the state.

15. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

Mayor Pro Tem Jason De Leon convened into Executive Session at 7:13 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.

SECOND: Councilmember David White

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

Mayor Pro Tem Jason De Leon Reconvened into Open Session and stated no action was taken in Executive Session.

- A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
No Action
- B. 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.)
No Action
- C. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action
- D. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)

MOTION: Councilmember David Salazar, Jr. to Authorizing the City Manager and the City Attorney to process as Directed as Discussed in Executive Session.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

Motion to Approve Carried.

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

MOTION: Councilmember David Salazar, Jr. to Approve the Bylaws of the Edinburg

Economic Development Corporation with requested revision as discussed in Executive Session.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

Motion to Approve Carried.

The Council revisited Item 9 B. Awarding of Bids.

16. ADJOURNMENT

MOTION: Councilmember David White to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

Mayor Pro Tem Jason De Leon Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

MAY 06, 2025

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel “Dan” Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Adam Juarez, Palm Valley Church.

B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on May 02, 2025 at 7:30 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

- A. State Highway 68 (SH68) Update: Myra L. Ayala, City Manager informed the public and the Council that on April 15, 2025, the city staff received the Notice of Availability of the Final Environmental Impact Statement from Texas Department of Transportation, which means the documentation, has been approved by the Environmental Protection Agency and the Federal Highway Agency. At this point, TXDOT is moving forward with their current alignment located north of FM 490. However, the city is having discussions with TXDOT regarding the submission of an SH supplemental, which can be considered Phase II of the project. According to TXDOT, the state could still explore how to create a seamless tie-in from FM 490 to SH68 through an innovative intersection.

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing May 4-10, 2025 as National Small Business Week as Requested by Ronnie Larralde, Edinburg Chamber of Commerce Executive Director. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Ronnie Larralde, thanked the Mayor and Council for the recognition and their continued support. Present to receive the Proclamation with Mr. Larralde were board members Ruben De Jesus, Gregory Vasquez, Priya Govin, and Danny De La Vina. Mr. Larralde stated for nearly 100 years the Edinburg Chamber of Commerce has championed the importance of small businesses, a source of innovation, reliance and community spirit. He said they would remain committed to their mission to advocate, develop programs and to create opportunities so that all businesses in Edinburg can succeed.

- B. Presentation of Proclamation Recognizing May 4-10, 2025 as Correctional Officers and Employees Week. [Jaime Ayala, Police Chief]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Jaime Ayala, Police Chief, thanked the Mayor and Council for the opportunity to recognize the Correctional Employees lead by Supervisor Arturo Rincon.

Arturo Rincon thanked the Mayor and Council for the recognition, he thanked the Chief Ayala and leadership team for their support through-out the year.

- C. Presentation of Proclamation Recognizing May 11-17, 2025 as Economic Development Week as Requested by Raudel Garza, Edinburg Economic Development Corporation Executive Director. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Raudel Garza, Edinburg Economic Development Corporation Executive Director thanked the Mayor and Council for the recognition and he thanked the board members for their hard work. Mr. Garza stated over the past year the EDC has worked on several initiatives including the Flip Program, the Lyft Fund Partnership, Bank on INT a

workforce program, and RGV Lead a workforce program. He said they also welcome new businesses that make an impact on the community; he stated they have invested in the sale tax dollars that have been generated by retail sales throughout the City on quality of life and infrastructural projects such as the ACE Center, the turf fields at the Municipal Park, the Owassa Road sanitary sewer line/expansion, and the water tower.

Mayor Ramiro Garza, Jr. thanked the Economic Development for all they do, and he went back to thank the Edinburg Chamber of Commerce and the Edinburg Correctional Employees for all their hard work.

6. PUBLIC COMMENTS

Daniel Hernandez: Mr. Hernandez stated he purchased his home back in May 2024, and has since witnessed a lot of construction in the area. Mr. Hernandez stated he works for the federal government EPA, he stated they try to control any contaminants from leaving their site or the property. He stated the first time he called the City with his concern he spoke with a man that is in charge of Storm Water Pollution Prevention Plan (SWPPP). He said he does not want dirt or any contaminants to go into the drainage system, which can cause flooding to the neighborhood. He said he left for work and came back to the same issue of dirt going into the drainage, and the manholes, he called the City again and was informed that SWPPP only applies to commercial construction. Mr. Hernandez would like the Council to change the Ordinance so the SWPPP applies to everyone.

Diana Sepulveda: Ms. Sepulveda stated Police Chief Jaime Ayala and the Edinburg Police Department's failure to enforce the loud music ordinance, have violated her rights to a peaceful life.

Reynaldo Sepulveda: Mr. Sepulveda was present to demand accountability from the police department; he stated he has been waiting for his day in court for his loud noise complaint, to find out that the responding officers filed no report. Mr. Sepulveda stated as per policy a report should have been filed but his complaint was grossly mishandled, as officers are allowed to handle noise complaints at their discretion to determine if a report or any action should be taken, but the department should apply the law evenly throughout the City.

Fern McClaugherty: Ms. McClaugherty stated everyone can visit the City's website and find that the Edinburg Police Department earned national recognition for their National Night Out program, she said if you look it up it will tell you what the police officers are doing. She stated it is known that she thinks the Council is not transparent and spends too much money, but thinking about it, she could go to Wal-Mart or any other place during day or night and feel safe. Ms. McClaugherty stated that does not just happen, it is created by a community that values public safety above all responsibilities and this happens because there is a Police Chief and Police Officers who are dedicated to public safety. She said these officers seek the public's best but also encounter the worst and yet they continue to come to work the next day. Ms. McClaugherty asked that everyone rise and stand in place for a moment as a sign of respect and appreciation for a

job well done by the men and women who protect the community, thank you.

Diane Teeter: Ms. Teeter thanked the Mayor and Council for their support of the Mayor's Youth Advisory Council. She stated she participated in two of their sessions and found them to be exemplary and it allows the students to view the many possibilities available to them in the future. Ms. Teeter applauded the Edinburg City Council for running a responsible city budget and she asked that they not lose sight of investment in the city, city staff, and future public services. Ms. Teeter asked that everyone pray for peace, love, and understanding,

Patricia Cookiebater: Ms. Cookiebater stated she received a flyer in the mail, she stated she was on the Criminal Justice Advisory Board for the region, which is the tri-county. She said they review grants; grants were awarded to the City when Chief White was Police Chief and grants are coming in under the supervision of Chief Ayala. Ms. Cookiebater said she believes the current leadership is good, the visibility of the officers is good and any time she has called about a noise complaint has been taken care of. She wanted to share that not everything is bad.

Bill Carlson, President of Friends of Ebony Hills Golf Course: Mr. Carlson stated they just had a very successful night golf tournament of 15 teams ranging from six years old to ninety-one years old. Mr. Carlson stated the golf course has increased play, it doubled last year with a 100% increase, and the first six months into this current year it has increased 37%. He said within the year and a half of phase one the play has increased 137%. Mr. Carlson said he felt blessed to be part of this city, and the growth of the students he asked that when thinking about the next phase they consider a pavilion will be needed to hold the amount of kids going out there to play.

Maria Sosa: Ms. Sosa stated she was present seeking assistance from the City with the overgrown brush and for the placement of a police light tower in her neighborhood due to increased crime and vandalism in her surrounding area.

Sergio Rodriguez: Mr. Rodriguez stated he was present because there were negative comments in a previous meeting as in the current meeting directed at his family and the Edinburg Police Department for a noise complaint back on March 9, 2025 at 3:00 p.m., and the music was at a respectful volume. He stated the other neighbors stated they were not bothered and did not even hear the music, he said due to the incident he had the opportunity to meet many good neighbors who could not believe this whole incident was happening. Mr. Rodriguez stated as far as the leadership the officers came out heard the music and determined there was no violation. He said his neighbor could be upset because they did not get their way. Mr. Rodriguez stated the police department is not perfect, as with everything there is always room for improvement but let us not attack the Chief and let them do their job there are more important things they need to work on. Mr. Rodriguez stated this situation made him do some research and the numbers produced by the police department are very impressive and he would like to thank Chief Ayala and the entire Police Department who put themselves at risk to protect us.

There were no further Public Comments.

Councilmember David White thanked everyone who came forward and stuck-up the Chief and the entire Police Department.

7. PUBLIC HEARINGS

- A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District and Residential, Multi-Family (RM) District to Residential, Primary (RP) District, 10.00 (435,600.00 sq. Ft.) Acre Tract of Land Being All of Tract I, Tract II, Tract III, Conveyed to Lana Sue Heina, as Recorded in Document Number 3089459, Official Records, Hidalgo County, Texas, out of lot 71, Kelly Pharr Subdivision, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded in Volume 3, Page 133, Deed Records of Hidalgo County, Texas, Located at 5502 South Sugar Road, as Requested by SAMES, Inc. [Jaime Acevedo, Director of Planning & Zoning]**

MOTION: Councilmember David White to Approve the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Agriculture and Open Space (AO) District and Residential, Multi-Family (RM) District to Residential, Primary (RP) District, 10.00 (435,600.00 sq. Ft.) Acre Tract of Land Being All of Tract I, Tract II, Tract III, Conveyed to Lana Sue Heina, as Recorded in Document Number 3089459, Official Records, Hidalgo County, Texas, out of lot 71, Kelly Pharr Subdivision, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded in Volume 3, Page 133, Deed Records of Hidalgo County, Texas, Located at 5502 South Sugar Road, as Requested by SAMES, Inc.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, General(CG) District, a Tract of Land Containing 0.98 Acre of Land, Situated in the City of Edinburg, Hidalgo County, Texas, Being Out of a Part or Portion Out of Lot 53, Kelly-Pharr Subdivision, Map Reference: Volume 3, Pages 133-134, H.C.D.R., Located at 311 West Alberta Road, as**

Requested by Mads scientist Properties LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, a Tract of Land Containing 0.98 Acre of Land, Situated in the City of Edinburg, Hidalgo County, Texas, Being Out of a Part or Portion Out of Lot 53, Kelly-Pharr Subdivision, Map Reference: Volume 3, Pages 133-134, H.C.D.R., Located at 311 West Alberta Road, as Requested by Mads scientist Properties LLC.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- C. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, Lot 83, Alberta Heights Landing Subdivision, Located at 421 West Alberta Road, as Requested by Manuel Perez. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Deny the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, Lot 83, Alberta Heights Landing Subdivision, Located at 421 West Alberta Road, as Requested by Manuel Perez.

SECOND: Councilmember Daniel “Dan” Diaz

Maggie Gonzalez stated Mr. Salinas is requesting that this property be rezoned from residential to commercial, but this property is currently surrounded by 1 acre and ½ acre homesteads and they would like to keep the integrity of the Alberta Road Community with the older homes and not the new subdivisions. Ms. Gonzalez stated the property does not face Business 281 or Sugar Road and all the existing businesses in the surrounding area face either Business 281 or Sugar Road. She asked that when making their decision the Council consider aside from the safety risks, traffic, aesthetics how they would feel to have a commercial property as their neighbor. Ms. Gonzalez asked that the Council deny this request.

There was discussion. Josephine Ramirez, City Attorney addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Deny carried.

8. ORDINANCE

- A. Consider Ordinance Providing for a Temporary Special Use Permit for the "La Capilla Annual Yard Sale" to Be Held on Saturday, May 17, 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 Father Rene Gaytan. [Jaime Acevedo, Director of Planning and Zoning]**

MOTION: Councilmember Daniel "Dan" Salazar to Approve Ordinance Providing for a Temporary Special Use Permit for the "La Capilla Annual Yard Sale" to Be Held on Saturday, May 17, 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 Father Rene Gaytan.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III: Administration, Chapter 31 City Council to Include Rules of Decorum for Open Meetings, Chapter 551 Texas Government Code. [Josephine Ramirez Solis, City Attorney]**
No Action-Item Pulled

9. VARIANCE

- A. Consider Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.102, Applicability, Being 0.310 of One Acre of Land Situated in Hidalgo County, Texas and Being Out of Lot 26, Kelly-Pharr Subdivision, as Per Map Recorded in Volume 3, Pages 133-134 , Located at 3710 South Sugar Road, as Requested by Roberto Salinas. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Mayor Pro Tem Jason De Leon to Approve Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.102, Applicability, Being 0.310 of One Acre of Land Situated in Hidalgo County, Texas and Being Out of Lot 26, Kelly-Pharr Subdivision, as Per Map Recorded in Volume 3, Pages 133-134 , Located at 3710 South Sugar Road, as Requested by Roberto Salinas.

SECOND: Councilmember Daniel “Dan” Diaz

Roberto Salinas requesting help so that he can build a home, he stated he bought the lot and invested a large sum of money and he applied for the building permits they requested several things which he complied with and now this next step of hiring an engineer to sub-divide will cost him some more money and it is become unaffordable for him.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council’s questions.

Mayor Pro Tem Jason De Leon withdrew his motion.

MOTION: Councilmember David White to Approve Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.102, Applicability, Being 0.310 of One Acre of Land Situated in Hidalgo County, Texas and Being Out of Lot 26, Kelly-Pharr Subdivision, as Per Map Recorded in Volume 3, Pages 133-134 , Located at 3710 South Sugar Road, as Requested by Roberto Salinas.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

10. APPOINTMENTS

- A. Consider Appointments to the Following City Advisory Board, Council, Commission

and Committee: All America City David Chavana 10K Advisory Board, One Member; Cultural Activities Advisory Board, Two Members; Environment Advisory Board, Four Members; Public Library Board, One Member; Edinburg Housing Authority, One Member (Mayor Appointed Resident). [Clarice Y. Balderas, City Secretary]

All American City David Chavana 10K Advisory Board: No Action

MOTION: Councilmember Daniel “Dan” Diaz to Reappoint Jesus Trevino, Jr., and Kimberly Selber to Cultural Activities Advisory Board.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

MOTION: Mayor Pro Tem Jason De Leon to Reappoint George Cardenas, Gus Casas, Kelly Rivera Salazar, and Robert McGurk to Environment Advisory Board.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember Daniel “Dan” Diaz to Reappoint Maria Elena Ovalle to Public Library Board.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reappointed Sandra Luz Garza (Resident) to the Edinburg Housing Authority.

11. CONSENT AGENDA

- 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]

MOTION: Councilmember Daniel “Dan” Diaz to 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

12. OTHER BUSINESS

- A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
Mayor Ramiro Garza, Jr. directed staff to provide calendar for the upcoming budget workshops, starting in June.
- B. Consider Rescheduling the Tuesday, May 20, 2025 City Council Regular Meeting to Wednesday, May 21, 2025. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David White to Approve Rescheduling the Tuesday, May 20, 2025 City Council Regular Meeting to Wednesday, May 21, 2025.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

13. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 7:03 p.m.

OPEN SESSION

MOTION: Mayor Pro Tem Jason De Leon to convene into Open Session.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT:

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

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

MOTION: Councilmember Daniel “Dan” Diaz to Authorize the City Manager to proceed as directed under the terms and conditions as discussed in Executive Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

B. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
No Action

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.) 1. TxDOT Projects; 2. Drainage Improvement Projects/Easements/ROW; 3. Jalpa Oaks

MOTION: Councilmember Daniel “Dan” Diaz to Approve 1. TxDOT Projects, Authorizing the City Manager and the City Attorney to proceed as directed with authority to sign all documents necessary to execute an agreement regarding this item as discussed in Executive Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel

“Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember David White to Approve 2. Drainage Improvement Projects/Easements/ROW; Authorizing the City Manager and City Attorney to proceed as directed under the terms and conditions as discussed in Executive Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

D. Consultation with City Attorney and Possible Action Regarding Agreements for City Events. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to proceed as directed under the terms and conditions as discussed in Executive Session.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

E. Discussion and Possible Action Regarding Economic Development Agreement Project 100. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David White to Approve to Proceed as directed as discussed in Executive Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

F. Discussion and Possible Action Regarding Economic Development Agreement Project FLIP. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David Salazar, Jr. to Approve Project FLIP with as discussed in Executive Session. (43 awardees)

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

G. Discussion and Possible Action Regarding Economic Development Agreement Project Cave. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

No Action

14. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.

SECOND: Councilmember David White

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____